

UNIFORM BIO, INC.

TERMS AND CONDITIONS FOR EQUIPMENT, SOFTWARE, CONSUMABLES, AND RELATED SERVICES

Effective Date: June 20, 2026

1. DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below:

"Agreement" means collectively, as applicable, Seller's accepted quote, these T&Cs, any applicable statement of work, and the applicable purchase order or Government Contract. For Government Buyers, the Agreement includes these T&Cs only to the extent they are incorporated into or otherwise accepted under the Government Contract and are not inconsistent with the Government Terms.

"Buyer" means the party purchasing Products, Consumables, or Services from Seller.

"Clearance Certificate" has the meaning set forth in Section 8(e)(i).

"Confidential Information" has the meaning set forth in Section 12.

"Consumables" means chips, reservoirs, cartridges, and other consumable components used with the Equipment.

"Consumables Kit" means a four-lane chip, reservoir, and cartridge sufficient to process one individual biological sample.

"Contracting Officer" means the U.S. Government contracting officer with authority to bind the Government with respect to the applicable Government Contract.

"Equipment" means the MOSgen instrument and any accessories.

"FLIR Software" means the Teledyne FLIR Spinnaker SDK and associated runtime libraries embedded in the Product.

"Government Buyer" means the United States Government, including any federal agency, institute, center, laboratory, or authorized prime contractor or purchasing agent placing an order on behalf of the United States Government.

"Government Contract" means any purchase order, contract, task order, delivery order, or similar procurement instrument issued by or on behalf of a Government Buyer and accepted by Seller.

"Government Terms" means all FAR, agency, solicitation, purchase order, and other federal procurement clauses incorporated into the applicable Government Contract by the Contracting Officer.

"Intellectual Property" means all patents, copyrights, trademarks, trade secrets, and other intellectual property rights.

"Product" means collectively, Equipment and the embedded Software.

"Seller" means Uniform Bio, Inc., a Delaware corporation.

"Services" means installation, training, and support services provided by Seller.

"Software" means Seller's proprietary control software pre-installed on or supplied for use with the Equipment, including embedded third-party components, runtime libraries, firmware, updates, and related documentation made available by Seller..

"Technical Contacts" has the meaning set forth in Section 8(c)(i).

"Third-Party Notices" means the file THIRD_PARTY_NOTICES.md shipped on the Equipment listing all third-party software components and their license texts.

"Warranty Period" has the meaning set forth in Section 7(a).

2. SCOPE AND ORDER OF PRECEDENCE

(a) These T&Cs apply to all sales of Products, Consumables, and Services by Seller unless superseded by a separately negotiated written agreement signed by both parties.

(b) For Government Buyers, these T&Cs are intended to supplement, and not replace or override, the applicable Government Contract. If any provision of these T&Cs is inconsistent with the Government Terms, the Government Terms control to the extent of the inconsistency.

(c) In the event of conflict, the following order of precedence applies, from highest to lowest:

(i) for U.S. Government purchases, mandatory federal procurement law;

(ii) a separately negotiated agreement signed by both parties;

(iii) these T&Cs;

(iv) any statement of work;

(v) Seller's quote; and

(vi) the purchase order, solely as to the commercial terms it specifies (line items, quantities, prices, ship-to location, and requested delivery dates), and excluding any additional, different, or preprinted terms, which are governed by Section 3(a).

3. ORDERS, PRICING, AND PAYMENT

(a) **Orders.** Buyer may place orders by issuing a purchase order referencing Seller's quote. Seller's written acceptance of a purchase order forms the Agreement. Seller's acceptance is expressly limited to these T&Cs and any terms expressly accepted by Seller in writing. For Government Buyers, Seller's acceptance forms a Government Contract only to the extent consistent with the Government Terms and the authority of the Contracting Officer. No end user, technical representative, researcher, or other Government employee may modify these T&Cs, waive Seller's rights, or bind Seller unless authorized under the Government Contract.

(b) **Pricing.** All prices are in U.S. dollars and exclude applicable taxes, duties, shipping, handling, installation, travel, and other fees unless expressly included in Seller's quote. Buyer is responsible for all applicable taxes, duties, and fees, except to the extent Buyer provides valid tax-exemption documentation or is exempt as a matter of law. Pricing is valid only for the period stated in Seller's quote.

(c) **Payment.** Payment is due Net 30 days from the invoice date. For Government Buyers, payment is governed by the Government Contract, including applicable Prompt Payment Act and FAR payment provisions.

(d) **Late Payment.** Payments not received by the due date accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. For Government Buyers, any interest on late payments is governed by applicable federal law and the Government Contract.

(e) **Suspension for Nonpayment.** If Buyer is past due on any undisputed amount, Seller may, upon notice and in addition to its other remedies, suspend shipments, Services, and support and withhold software updates until payment is received, without liability to Buyer. A good-faith dispute as to part of an invoice does not excuse timely payment of the undisputed remainder, and Buyer's payment obligations are not subject to set-off. This subsection does not apply to Government Buyers except to the extent expressly permitted by the Government Contract.

(f) **Changes; Cancellation.** After Seller accepts a purchase order for Equipment, Buyer may cancel or reschedule only with Seller's written consent, and such cancellation or Buyer-requested rescheduling may be subject to Seller's reasonable cancellation, restocking, and rescheduling charges at Seller's then-current rates. Consumables orders are non-cancelable, and Consumables are non-returnable, except as provided in Section 9(e). For Government Buyers, changes and terminations are governed by the Government Contract. Nothing in this subsection limits Seller's right to recover allowable amounts, charges, or other relief available to Seller under the Government Contract in the event of cancellation, change, or termination.

4. DELIVERY, TITLE, AND RISK OF LOSS

(a) **Delivery.** Unless otherwise specified in the applicable quote or the Government Contract, delivery is FOB Destination. Delivery and installation dates are estimates unless expressly stated as firm commitments in a writing accepted by Seller. Seller will use commercially reasonable efforts to meet requested delivery dates, subject to product availability, supplier delays, Buyer site readiness, and any Government Contract requirements.

(b) **Title; Security Interest.** Title to Equipment passes to Buyer upon the later of delivery or Seller's receipt of payment in full for that Equipment. Until Seller has received payment in full, Seller retains title to, or (at Seller's election) a purchase-money security interest in, the Equipment, and Buyer authorizes Seller to file financing statements and take other steps reasonably necessary to perfect that interest. Seller retains all right, title, and interest in and to the Software, including all embedded third-party software components. For Government Buyers, title to Equipment passes in accordance with the Government Contract.

(c) **Risk of Loss.** Risk of loss passes to Buyer upon delivery to the destination specified in the purchase order. For Government Buyers, risk of loss is governed by the Government Contract.

5. INSPECTION AND ACCEPTANCE

(a) Buyer shall have thirty (30) days from delivery to inspect the Equipment and notify Seller in writing of any nonconformity with Seller's published specifications. Equipment shall be deemed accepted if Seller does not receive written notice of nonconformity within such thirty (30) day period.

(b) Buyer's notice of nonconformity must describe the defect or grounds for rejection in reasonable detail. Buyer must obtain a return material authorization (RMA) number from Seller before returning any Product.

(c) **Relationship to Installation Acceptance.** Where Seller performs installation of the Equipment, the inspection period in this Section 5 runs from completion of installation under Section 8(b) rather than from delivery, and acceptance of installation under Section 8(b) constitutes acceptance of the Equipment.

(d) **Remedy on Rejection.** If Buyer timely and properly rejects Equipment for nonconformity under this Section 5, Seller will, at its option and following verification, repair, replace, or refund the price of the nonconforming Equipment upon its return under an RMA. This is Buyer's exclusive remedy for nonconformity existing at delivery, and is in addition to the warranty in Section 7.

(e) For Government Buyers, inspection, acceptance, rejection, and remedies for nonconforming supplies or services are governed by the Government Contract

6. SOFTWARE LICENSE

(a) **License Grant.** Subject to Buyer's payment and compliance with these T&Cs, Seller grants Buyer a limited, non-exclusive, non-transferable (except as provided in Section 6(e)), perpetual license to use the Software solely in executable/object-code form and solely as installed on or supplied for use with the Equipment on which it is installed. Buyer may use the Software only for operation, control, maintenance, and support of the Equipment. Buyer shall not reverse engineer, decompile, disassemble, translate, modify, adapt, or create derivative works of the Software except to the extent such restriction is prohibited by applicable law.. Buyer shall not copy, modify, or create derivative works of the Software except as necessary for ordinary backup purposes. No ownership interest in the Software is transferred to Buyer.

(b) **Third-Party and Open-Source Software.** The Product includes third-party software components, including open-source software, each licensed under its own terms. A complete list of these components and the full text of their respective licenses is provided with the Product in the Third-Party Notices and is incorporated herein by reference. Buyer's use of those components is governed by their respective licenses. Nothing in this Agreement grants Buyer any rights in the third-party components beyond, or in limitation of, the rights granted under those licenses. To the extent a third-party license conflicts with this Agreement with respect to that component, the third-party license governs for that component. The third-party components are provided "AS IS," and Seller makes no warranties with respect to them except as expressly required by their respective licenses or by applicable law. Buyer shall preserve, and shall not remove, alter, or obscure, all copyright, trademark, and proprietary-rights notices contained in the Product or the Third-Party Notices. No open-source or third-party license applies to Seller's proprietary Software except to the extent expressly stated in the Third-Party Notices, and no such license requires Seller to disclose or license Seller's proprietary source code.

(c) **Teledyne FLIR Spinnaker SDK Restrictions.** The Product incorporates the FLIR Software, which is proprietary to Teledyne FLIR LLC and is provided solely for use with the Teledyne FLIR camera embedded in the Product. Buyer agrees that it shall not, and shall not permit any third party to: (i) extract, copy (except for ordinary operation and backup), separate, sublicense, distribute, or otherwise make the FLIR Software available to any third party; (ii) use the FLIR Software other than as embedded in and as part of the operation of the Product; (iii) reverse engineer, decompile, or disassemble the FLIR Software except to the extent permitted by applicable law; or (iv) remove, alter, or obscure any Teledyne FLIR copyright, trademark, or proprietary-rights notices. Buyer shall impose the restrictions in this subsection on any subsequent transferee of the Product as a condition of transfer. These restrictions survive termination of this Agreement. Teledyne FLIR LLC is an intended third-party beneficiary of this subsection and may enforce the restrictions set forth herein directly against Buyer.

(d) **Source Code Availability.** Certain third-party components of the Product may be licensed under open-source licenses, including the GNU Lesser General Public License, that require source code availability for those specific components.. For a period of three (3) years from the date of delivery of the Product, Seller will provide, to any party who so requests in writing, the complete corresponding machine-readable source code for those components, together with any modifications Seller has made, under the terms of the applicable license.

Requests should be directed to compliance@uniformbio.com or to Seller's mailing address. Seller may charge a fee no greater than its reasonable cost of physically performing the distribution. The specific components subject to this offer, and their licenses, are identified in the Third-Party Notices. For clarity, this Section 6(d) does not apply to Seller's proprietary Software or any third-party component for which source-code distribution is not required by the applicable license.

(e) **Transfer.** For non-government Buyers, the Software license may be transferred only with the Equipment and only with Seller's prior written consent, which shall not be unreasonably withheld, provided the transferee agrees in writing to be bound by the terms of this Section 6. For Government Buyers, the Software may be transferred with the Equipment within the United States Government to another agency, institute, center, laboratory, or authorized Government facility without Seller's consent, provided the Software remains installed on or used solely with the Equipment and the transferee is advised that the Software is subject to the license restrictions in this Section 6.

(f) **Government Software Rights.** For Government Buyers, the Software and related documentation is "commercial computer software" and "commercial computer software documentation". The Government's rights in the Software and documentation are limited to the rights customarily provided to the public and expressly set forth in this Section 6, consistent with FAR 12.212 and, where applicable, DFARS 227.7202. Use, reproduction, modification, release, performance, display, or disclosure of the Software or documentation by the Government is subject to the restrictions in this Section 6, except to the extent such restrictions are inconsistent with mandatory federal law or the Government Contract.

(g) **High Risk Activities; No Clinical Use.** The Software and Products are not fault-tolerant and are not designed, manufactured, or intended for use in hazardous environments requiring fail-safe performance, including the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, weapons systems, or clinical diagnostic or therapeutic applications. The Products are designated Research Use Only as provided in Section 17(g). Seller disclaims any express or implied warranty of fitness for such purposes. Buyer shall not use the Products or Software for diagnosis, treatment, mitigation, prevention, or monitoring of disease, or for any patient-care decision, unless specifically authorized in writing by Seller and permitted by applicable law.

(h) **Updates.** During the Warranty Period and any paid support or service-contract period, Seller will make available, at no additional charge, software updates that Seller generally releases to correct material nonconformities. New features, version upgrades, and updates released after that period are not included and may be offered separately at Seller's then-current rates. All updates are licensed under, and subject to, this Section 6. Seller has no obligation to provide updates, support, or workarounds for Software that has been modified by anyone other than Seller or used with unauthorized equipment, operating environments, accessories, or third-party software.

(i) **Termination of License.** The license granted in Section 6(a) is conditioned on Buyer's payment in full and continued compliance with this Section 6. Without limiting Seller's other remedies, Seller may terminate that license upon Buyer's uncured material breach of this Section 6 following the cure process in Section 15(b). For Government Buyers, Seller may pursue remedies for breach of this Section 6 in accordance with the Government Contract and applicable federal law, and Seller shall provide notice of any alleged breach to the Contracting Officer. Upon termination of the license, Buyer shall cease all use of the Software; the restrictions in this Section 6, the third-party and FLIR terms, and Buyer's obligation to preserve notices survive.

7. WARRANTY

(a) **Equipment Warranty.** Seller warrants that the Equipment will be free from defects in materials and workmanship and will perform substantially in accordance with Seller's published specifications for a period of twelve (12) months from the date of installation or fifteen (15) months from the date of shipment, whichever occurs first (the "Warranty Period"). The Warranty Period includes one (1) preventive maintenance visit. This warranty applies only to Equipment operated at all times in accordance with Seller's instruction manual, user guide, specifications, and training requirements by, or under the direct supervision of, personnel who have completed Seller's training for the Equipment.

(b) **Software Warranty.** Seller warrants that the Software will perform substantially in accordance with its documentation for the duration of the Equipment Warranty Period. Seller's sole obligation for Software defects is to provide updates or workarounds that correct material nonconformities.

(c) **Services Warranty.** Seller warrants that Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards.

(d) **Consumables Warranty.** Seller warrants that Consumables will conform to Seller's published specifications at the time of delivery. This warranty expires upon the earlier of the expiration date printed on the Consumables or twelve (12) months from delivery. This warranty does not apply to Consumables that are stored, handled, opened, used, transported, or disposed of other than in accordance with Seller's instructions or applicable law.

(e) **Exclusions.** The warranties above do not cover defects or failures caused by: (i) misuse, negligence, accident, or use not in accordance with Seller's instructions or specifications; (ii) modification, alteration, or repair by anyone other than Seller or its authorized representatives; (iii) use of consumables or accessories not supplied or approved by Seller; (iv) normal wear and tear; (v) failure to maintain the Equipment in accordance with Seller's recommendations; or (vi) force majeure events.

(f) **Remedies.** During the Warranty Period, Seller will, at its option, repair or replace defective Equipment or components, re-perform nonconforming Services, or replace nonconforming Consumables, at no additional charge to Buyer. Replacement parts may be new or refurbished. THIS SECTION STATES SELLER'S ENTIRE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. For Government Buyers, this warranty is in addition to, and does not limit, any rights or remedies the Government may have under the Government Contract

(g) **Disclaimer of Implied Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. SELLER DOES NOT WARRANT THAT THE PRODUCTS, SOFTWARE, OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT SELLER WILL CORRECT ALL DEFECTS, OR THAT THE PRODUCTS WILL MEET BUYER'S REQUIREMENTS OR PRODUCE ANY PARTICULAR EXPERIMENTAL RESULT. THE PRODUCTS ARE RESEARCH USE ONLY AS SET FORTH IN SECTION 17(g). For Government Buyers, this disclaimer applies only to the extent consistent with the Government Contract and applicable federal law.

(h) **Original Buyer; Non-Transferable.** The warranties in this Section 7 extend only to the original Buyer that purchased the Product, Consumables, or Services from Seller, and are not assignable or transferable except with Seller's prior written consent.

8. SERVICES

(a) **Installation and Training.** Seller will provide on-site installation (one day) and training (one day) at Buyer's designated facility, as specified in the applicable quote or statement of work. Buyer shall provide suitable facilities, utilities, network access (if applicable), and personnel as reasonably required. Scheduling will be mutually agreed upon. If installation or training is delayed because Buyer's site is not ready, Buyer does not provide required access, or Buyer fails to meet Seller's reasonable pre-installation requirements, Seller may reschedule the Services and charge Buyer for reasonable additional costs incurred, subject to the Government Contract for Government Buyers

(b) **Installation Acceptance.** Installation shall be deemed complete and accepted unless, within five (5) business days after Seller's representative has concluded the installation, Buyer notifies Seller in writing of a specific nonconformity. If Buyer provides such notice, Seller shall use commercially reasonable efforts to remedy the identified nonconformity, after which Buyer shall have an additional five (5) business days to notify Seller of any remaining issue. Absent timely written notice, installation shall be deemed accepted. For Government Buyers, installation acceptance is governed by the Government Contract. To the extent the Government Contract does not specify different criteria, installation will be considered complete when Seller has installed the Equipment and demonstrated substantial conformity with Seller's published installation specifications.

(c) **White Glove Field Application Support.** When purchased, Seller will provide application support services as described in the applicable quote, including on-site support visits and remote technical assistance.

(i) **Designated Technical Contacts.** Buyer shall designate up to two (2) qualified personnel who have completed Seller's training as authorized technical contacts ("Technical Contacts"). Technical Contacts are the Buyer representatives authorized to submit support requests and communicate with Seller's application support team. Buyer may change Technical Contacts by providing written notice to Seller.

(ii) **Scope of Support.** The White Glove Field Application Support package includes assay development guidance, workflow optimization, troubleshooting of Equipment-related issues, and consultation on experimental design using the Equipment. The following are excluded from coverage: (A) training of new personnel beyond the initial training included with purchase; (B) development of entirely new assay protocols unrelated to the Equipment's core workflows; (C) support for third-party equipment, software, or reagents not supplied by Seller; (D) services required due to Buyer's failure to operate the Equipment in accordance with Seller's instructions; and (E) on-site visits beyond those specified in the applicable quote. Excluded services may be purchased separately on a time-and-materials basis at Seller's then-current rates upon mutual agreement; (F) interpretation, validation, or certification of Buyer's research results; (G) clinical, diagnostic, therapeutic, regulatory, or human-subjects research advice; (H) data analysis services unless expressly included in the applicable quote or statement of work; and (I) services requiring access to classified information, controlled unclassified information, protected health information, personally identifiable information, or sensitive Government systems unless expressly agreed in writing by Seller and authorized under the Government Contract.

(iii) **Response Times.** The 48-hour remote response time specified in the applicable quote refers to Seller's initial acknowledgment of a support request during regular business hours (Monday through Friday, 9:00 AM to 5:00 PM Eastern Time, excluding federal holidays). Response times are not guarantees of resolution. Seller will use commercially reasonable efforts to resolve support requests promptly but does not guarantee that every issue will be resolved through remote support.

(iv) **Data Responsibility.** Buyer is solely responsible for maintaining backups of all experimental data, results, files, and records generated using the Equipment and for maintaining, preserving, handling,

labeling, storing, and disposing of all samples and biological materials. Seller shall have no liability for any loss, contamination, degradation, or loss of availability of Buyer's data, samples, or biological materials, regardless of cause.

(v) **Out-of-Scope Requests.** If a support request falls outside the scope of the White Glove Field Application Support package, Seller will notify Buyer and, upon request, provide a quotation for the additional services on a time-and-materials basis. Seller will not perform out-of-scope work without Buyer's prior written approval.

(d) **Travel.** For on-site Services, Buyer shall reimburse Seller for reasonable, pre-approved travel and lodging expenses incurred by Seller's personnel, unless travel costs are included in the quoted price. For Government Buyers, reimbursable travel must be authorized under the Government Contract or otherwise approved by the Contracting Officer before it is incurred.

(e) **Biosafety and Decontamination.** The Equipment is designed so that biological samples are contained within disposable consumable components that do not contact the instrument's internal surfaces during normal operation. No routine decontamination certification is required before standard service visits.

(i) **Consumable Malfunction.** If a consumable failure or other malfunction has caused biological material to contact the Equipment's internal surfaces, Buyer shall (A) promptly notify Seller, (B) decontaminate the affected areas of the Equipment in accordance with Seller's decontamination protocol before requesting service or returning the Equipment for repair, and (C) inform Seller's personnel of the nature of the biological materials involved. Seller is not obligated to perform service on Equipment that has been contaminated due to a consumable malfunction until Buyer has completed decontamination and confirmed the same in writing (the "Clearance Certificate").

(ii) **High-Containment Facilities.** If the Equipment is located in a facility designated as Biosafety Level 3 (BSL-3) or higher, Buyer shall notify Seller in advance of any service request. Seller reserves the right to conduct a risk assessment and require additional safety measures before performing any on-site service. Seller shall not be required to perform service in any BSL-4 facility. For BSL-3 facilities, Buyer shall provide all required personal protective equipment, safety training, and decontamination supplies for Seller's personnel at Buyer's expense.

(iii) **General Safety Cooperation.** Buyer shall maintain a safe work environment and comply with all applicable laws and regulations to ensure the safety of Seller's personnel. Buyer shall disclose to Seller all known hazards in any facility where Seller's personnel will perform services. Seller reserves the right to refuse or suspend service if, in its reasonable judgment, conditions at Buyer's facility pose an unacceptable safety risk to Seller's personnel.

(iv) **Restricted Materials.** Buyer shall not use the Equipment with infectious, radioactive, explosive, select-agent, or other unusually hazardous materials unless such use is within the Equipment's published specifications, permitted by applicable law, and disclosed to Seller before any service request. Seller may refuse or suspend Services if Seller reasonably determines that the Equipment or facility presents an unacceptable health, safety, regulatory, or security risk.

(v) **Government Facilities.** For Government Buyers, Seller's obligation to provide on-site Services is subject to facility access, badging, safety, cybersecurity, export-control, and other Government facility requirements, provided those requirements are disclosed to Seller in advance and are commercially reasonable for the Services being provided.

(f) **Remote Support.** Remote support will be provided only if enabled for the applicable Equipment deployment and authorized by Buyer. Where remote support is authorized, Buyer consents to Seller or Seller's authorized agents connecting remotely to the Equipment for diagnostic support, software updates, troubleshooting, and support services. Seller will use commercially reasonable efforts to provide advance notice before initiating a remote session and will follow Buyer's reasonable remote-access procedures communicated to Seller in advance. For Government Buyers, remote access, automated monitoring, software updates, and any connection to Government networks or systems are permitted only to the extent expressly authorized by the Government Contract, the Contracting Officer, or Buyer's authorized technical/security personnel in accordance with applicable Government cybersecurity and facility-access requirements. Seller is not obligated to provide remote support where remote access is unavailable, prohibited, or not authorized.

(g) **Information Sharing with Suppliers.** Seller may provide Buyer's information (limited to product purchased, purchase date, Buyer name and address, and product quality or compliance-related information) to suppliers of hardware and software components included in the Equipment, for purposes of warranty administration, product recalls, regulatory compliance, and other appropriate purposes.

(h) **Access and Cooperation.** Buyer shall provide Seller's personnel with reasonable access to the Equipment and Buyer's facilities during normal business hours, and shall designate a point of contact to coordinate with Seller's personnel.

(i) **Service Contracts; Spare Parts.** Following the Warranty Period, Seller may offer extended warranty, preventive maintenance, and field-application-support contracts at Seller's then-current rates; availability is not guaranteed. Seller will use commercially reasonable efforts to make spare parts and Consumables available during the Equipment's supported service life.

(j) **Data Ownership; Use of Data; Security.** As between the parties, Buyer owns, and is solely responsible for, the experimental data, results, files, and samples it generates using the Equipment, all of which constitute Buyer's Confidential Information. Seller does not require access to that identifiable experimental data to provide the Products. Buyer grants Seller a non-exclusive right to collect, use, store, and disclose de-identified and aggregated data relating to the configuration, performance, operation, error states, and usage of the Equipment and Software (which excludes Buyer's identifiable experimental data, results, and samples) for purposes of providing and securing support, performing diagnostics, and developing and improving Seller's products and services. Where Seller provides remote support under Section 8(f), Seller will use commercially reasonable technical and organizational measures designed to protect the Equipment and any data accessed during a remote session against unauthorized access. Buyer remains responsible under Section 8(c)(iv) for maintaining backups of its data.

9. CONSUMABLES

(a) **Ordering.** Buyer may purchase Consumables by issuing purchase orders referencing Seller's then-current pricing. Each such purchase order is subject to these T&Cs.

(b) **Minimum Order.** No minimum purchase quantities are required.

(c) **Lead Time.** Seller will use commercially reasonable efforts to fulfill Consumables orders within the lead time specified in the applicable quote or, if not specified, within four (4) to six (6) weeks of Seller's receipt of the purchase order. Lead times are estimates unless expressly stated as firm commitments in a writing accepted by Seller.

(d) **Shelf Life.** Consumables have a limited shelf life as indicated on the packaging. Buyer is responsible for storing, handling, and using Consumables in accordance with Seller's instructions and the printed expiration date. Seller is not responsible for the performance of Consumables used after expiration or stored, handled, or used other than in accordance with Seller's instructions.

(e) **Returns.** Consumables may not be returned after delivery except for defects covered under the Consumables Warranty set forth in Section 7(d).

(f) **Availability.** Seller will use commercially reasonable efforts to make Consumables available during the Equipment's supported service life, but does not guarantee indefinite availability of any specific Consumable configuration, component, or packaging format. Seller may modify Consumables from time to time, provided the modified Consumables remain compatible with supported Equipment in all material respects.

10. INTELLECTUAL PROPERTY

(a) **Ownership.** Seller retains all right, title, and interest in and to the Products, Software, Consumables, and all related Intellectual Property. Nothing in this Agreement transfers any Intellectual Property rights to Buyer except the limited license granted in Section 6.

(b) **Infringement.** Seller shall defend, indemnify, and hold harmless Buyer (except Government Buyers, as to which this subsection does not apply to the extent inconsistent with the Government Contract) against third-party claims that the Products as delivered infringe a valid U.S. patent or copyright, provided Buyer complies with the procedure in Section 14(e). Seller's obligations do not apply to infringement arising from: (i) modification of the Products by anyone other than Seller; (ii) combination of the Products with non-Seller products where the claim would not have arisen but for the combination; (iii) use not in accordance with Seller's specifications; (iv) Buyer's experimental design, protocols, samples, materials, data, or research activities; or (v) compliance with Buyer's specifications or instructions. If the Product is found to infringe, Seller may, at its option: (A) obtain the right for Buyer to continue using the Product; (B) modify the Product to be non-infringing; (C) replace the Product with a non-infringing equivalent; or (D) accept return of the Product and refund the depreciated value of the Product based on straight-line depreciation over five (5) years. This subsection states Seller's entire obligation, and Buyer's exclusive remedy, regarding Intellectual Property infringement, except to the extent otherwise required by the Government Contract.

(c) **Service-Generated Intellectual Property.** As between Seller and Buyer, Seller exclusively owns all rights in and to any inventions, improvements, or technology created, developed, or made by any employee or contractor of Seller in connection with the Products, Software, Consumables, or Services, under this Agreement. Seller does not claim ownership of Buyer Data, Buyer's samples or biological materials, or inventions conceived and reduced to practice solely by Buyer personnel without use of Seller's Confidential Information or Seller's proprietary technology, except to the extent such inventions constitute improvements to or derivative works of Seller's Products, Software, Consumables, Services, or Intellectual Property.

11. LIMITATION OF LIABILITY

(a) EXCEPT FOR THE EXCLUSIONS IN SECTION 11(c) , IN EACH CASE TO THE EXTENT A LIMITATION IS PROHIBITED BY APPLICABLE LAW, SELLER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, WARRANTY, STATUTE, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY BUYER TO SELLER UNDER THE PURCHASE ORDER GIVING RISE TO THE CLAIM.

(b) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) **Exclusions.** THE LIMITATIONS AND EXCLUSIONS IN SECTIONS 11(a) AND 11(b) DO NOT APPLY TO, AND NOTHING IN THIS SECTION 11 LIMITS: (i) BUYER'S BREACH OF SECTION 6 (SOFTWARE LICENSE, INCLUDING THE TELEDYNE FLIR RESTRICTIONS) OR SECTION 10 (INTELLECTUAL PROPERTY); (ii) EITHER PARTY'S BREACH OF SECTION 12 (CONFIDENTIALITY); (iii) BUYER'S OBLIGATION TO PAY AMOUNTS DUE; (iv) LIABILITY FOR DEATH OR BODILY INJURY, FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT; (v) SELLER'S AGGREGATE LIABILITY FOR BREACH OF SECTION 12 SHALL NOT EXCEED TWO (2) TIMES THE AMOUNTS PAID BY BUYER TO SELLER UNDER THE PURCHASE ORDER GIVING RISE TO THE CLAIM, EXCEPT THAT THE FOREGOING CAP DOES NOT LIMIT EITHER PARTY'S RIGHT TO SEEK INJUNCTIVE RELIEF FOR ACTUAL OR THREATENED MISUSE OR DISCLOSURE OF TRADE SECRETS.

(d) For Government Buyers: This Section 11 applies only to the extent consistent with the Government Contract and applicable federal law. Nothing in this Agreement shall be construed to limit the Government's rights or remedies under the Contract Disputes Act (41 U.S.C. Chapter 71) or other applicable federal law.

12. CONFIDENTIALITY

Each party agrees to hold in confidence any proprietary or confidential information of the other party disclosed in connection with this Agreement that is marked confidential or that a reasonable person would understand to be confidential given its nature or the circumstances of disclosure ("Confidential Information"), and to use such information only for purposes of performing under this Agreement. Buyer's experimental data and results, and Seller's pricing, Software, and technical and product information, are each Confidential Information of the disclosing party. The receiving party shall protect the disclosing party's Confidential Information using at least the degree of care it uses for its own information of like importance, and in no event less than reasonable care. These obligations do not apply to information that:

- (a) is or becomes publicly available without breach;
- (b) was known to the receiving party prior to disclosure;
- (c) is independently developed without use of the disclosing party's information; or
- (d) is required to be disclosed by law, regulation, or court order, provided the receiving party gives reasonable prior notice to the disclosing party.

For Government Buyers, nothing in this Section restricts the Government's use, disclosure, or handling of information to the extent required by federal law, FOIA, procurement law, or the Government Contract. Seller may mark proprietary information with appropriate restrictive legends, and Buyer shall use reasonable efforts to protect Seller's properly marked proprietary information to the extent permitted by law.

Each party's obligations under this Section 12 continue for five (5) years from the date of disclosure, except that obligations with respect to trade secrets continue for as long as the information remains a trade secret under applicable law. Nothing in this Section 12 limits Seller's rights to use de-identified and aggregated data as set forth in Section 8(j).

13. FORCE MAJEURE

Neither party shall be liable for delays or failures in performance caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, pandemics, government orders, or failures of utilities or transportation systems. The affected party shall provide prompt written notice describing the event and its expected duration and shall use commercially reasonable efforts to mitigate the impact and resume performance. If a force majeure event prevents a party's material performance for more than ninety (90) consecutive days, either party may terminate the affected order upon written notice, and Buyer shall pay for Products delivered and Services performed through the date of termination. This Section does not excuse Buyer's obligation to pay amounts already due.

For Government Buyers, excusable delay, termination, and related rights and obligations are governed by the Government Contract.

14. INDEMNIFICATION BY BUYER

Buyer (other than a Government Buyer) shall indemnify, defend, and hold harmless Seller from and against any and all third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Buyer's:

- (a) use of the Products, Software, Consumables, or Services other than in accordance with Seller's specifications and instructions, including any use for diagnostic, therapeutic, or clinical purposes not authorized in writing by Seller;
- (b) modification of the Products without Seller's authorization;
- (c) samples, biological materials, data, research protocols, research results, or experimental design;
- (d) combination of the Products, Software, or Consumables with non-Seller products, software, equipment, materials, samples, reagents, data, or processes where the claim would not have arisen but for the combination;
- (d) failure to comply with applicable laws or the biosafety and decontamination requirements of Section 8(e); or
- (e) Buyer's gross negligence, willful misconduct, or fraud.

(e) **Indemnification Procedure.** The following applies to all indemnification obligations under this Agreement, including under Sections 10(b) and 14. The party seeking indemnification (the "Indemnified Party") shall: (i) give the indemnifying party (the "Indemnifying Party") prompt written notice of the claim (provided that failure to give prompt notice relieves the Indemnifying Party only to the extent it is actually prejudiced); (ii) give the Indemnifying Party sole control of the defense and settlement of the claim, except that the Indemnifying Party may not, without the Indemnified Party's prior written consent (not to be unreasonably withheld), enter any settlement that imposes a non-monetary obligation on, or requires an admission of liability by, the Indemnified Party; and (iii) provide reasonable cooperation at the Indemnifying Party's expense. The Indemnified Party may participate in the defense with its own counsel at its own expense. This Section 14 does not apply to Government Buyers except to the extent expressly permitted by the Government Contract.

15. TERM AND TERMINATION

(a) These T&Cs remain in effect for the duration of the applicable purchase order and any ongoing warranty, software-license, confidentiality, payment, support, or service obligations.

(b) Either party may terminate for material breach upon thirty (30) days' written notice if the breach remains uncured at the end of such notice period. Termination does not relieve Buyer of the obligation to pay for Products delivered, Software licensed, Consumables supplied, or Services performed before the effective date of termination.

(c) For Government Buyers, termination, including termination for convenience and termination for cause, is governed by the Government Contract.

(d) **Survival.** Sections 1 (Definitions), 3 (as to accrued payment obligations), 4(b) as to Software Ownership, 6 (Software License, as to its restrictions and the third-party and FLIR terms), 7(g) (Disclaimer of Implied Warranties), 8(j) (Data), 10 (Intellectual Property), 11 (Limitation of Liability), 12 (Confidentiality), 14 (Indemnification by Buyer), 16 (Government Contract Provisions, as applicable), and 17 (General Provisions), together with this Section 15, survive termination or expiration of this Agreement.

16. GOVERNMENT CONTRACT PROVISIONS

(a) **Commercial Item.** The Products, Software, and Services provided under this Agreement are "commercial products" and "commercial services" as defined in FAR 2.101.

(b) **FAR Compliance.** For Government Buyers: (i) FAR 52.212-4 (Contract Terms and Conditions: Commercial Products and Commercial Services) is incorporated by reference; (ii) FAR 52.212-5 (Contract Terms and Conditions Required to Implement Statutes or Executive Orders: Commercial Products and Commercial Services), and the clauses identified by the contracting officer thereunder that apply to the order, are incorporated by reference; (iii) any additional clauses identified by the contracting officer in the purchase order are incorporated by reference; and (iv) all disputes arising under or relating to the government contract shall be resolved in accordance with the Contract Disputes Act (41 U.S.C. Chapter 71) and FAR 52.233-1 (Disputes).

(c) **Covered Telecommunications (Section 889).** Seller represents that, to its knowledge, it does not provide, and the Products do not contain, "covered telecommunications equipment or services" as defined in FAR 52.204-25, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019. Buyer's exclusive remedy, and Seller's sole obligation, for any nonconformity with this representation is governed by Sections 5 and 7.

(d) **Country of Origin.** Country-of-origin and, where applicable, Trade Agreements Act or Buy American Act representations will be provided by Seller at the line-item level in response to the applicable solicitation or purchase order.

(e) **Small Business.** Seller represents that it is a small business concern as defined by the U.S. Small Business Administration.

17. GENERAL PROVISIONS

(a) **Governing Law; Forum; Jury Waiver.** For non-Government Buyers, this Agreement is governed by the laws of the State of North Carolina, without regard to its conflicts-of-law principles, and the United Nations Convention on Contracts for the International Sale of Goods does not apply. The state and federal courts located in Wake County, North Carolina have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement, and each party consents to personal jurisdiction there and waives any objection based on inconvenient forum. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY. The prevailing party in any such dispute is entitled to recover its reasonable attorneys' fees and costs. Any claim must be commenced within one (1) year after the cause of action accrues, except for claims for nonpayment, misuse or unauthorized

disclosure of Software, infringement or misappropriation of Intellectual Property, or breach of confidentiality. For Government Buyers, governing law, forum, disputes, claims, and remedies are governed by the Government Contract and applicable federal law..

(b) **Assignment.** Buyer may not assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without Seller's prior written consent, and any prohibited assignment is void. Seller may assign this Agreement without consent to an affiliate or in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets or of the business line to which this Agreement relates. For Government Buyers, assignment is governed by the Government Contract and applicable federal law, including any applicable restrictions on assignment and any permitted assignment of claims . This Agreement binds and benefits the parties and their permitted successors and assigns.

(c) **Notices.** All notices must be in writing and delivered to the addresses specified in the purchase order or quote and, for legal notices to Seller, to Uniform Bio, Inc., Attn: Legal, 3205 Plantation Road, Raleigh, NC 27609, with a copy to compliance@uniformbio.com. Notices may be delivered by personal delivery, nationally recognized overnight courier, certified mail (return receipt requested), or email with confirmation of receipt. Notice is deemed given upon delivery if by hand or courier, three (3) business days after deposit if by certified mail, or on the date of confirmed transmission if by email.

(d) **Severability.** If any provision is found unenforceable, the remainder continues in full force and effect, and the unenforceable provision shall be reformed to the minimum extent necessary to make it enforceable while preserving the parties' intent.

(e) **Entire Agreement.** These T&Cs, together with the applicable quote, purchase order, and any statement of work, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous understandings. No modification is effective unless in writing and signed by both parties. For Government Buyers, the Government Contract, including all clauses incorporated by the Contracting Officer, governs, and modifications are effective only as permitted under the Government Contract

(f) **Export Compliance.** Buyer shall comply with all applicable U.S. export control laws and regulations. Buyer shall not export or re-export any Product, Software, technical data, or related documentation without required licenses or authorizations, and shall not provide any Product, Software, technical data, or related documentation to a party on a U.S. government denied-, debarred-, restricted-, or sanctioned-party list or located in an embargoed or sanctioned jurisdiction. For Government Buyers, this Section applies to the extent consistent with the Government Contract and applicable federal law.

(g) **Research Use Only.** All Products, Software, Consumables, and Services are designated as Research Use Only (RUO). Buyer shall not use the Products for diagnostic, therapeutic, or clinical purposes unless specifically authorized in writing by Seller. Buyer is responsible for compliance with all laws applicable to its use of the Products, and any unauthorized diagnostic, therapeutic, or clinical use is subject to Buyer's indemnity in Section 14.

(h) **Compliance with Laws; Anti-Corruption.** Each party shall comply with all laws and regulations applicable to its performance under this Agreement. Neither party nor its personnel shall offer, pay, solicit, or accept any bribe or other improper payment in violation of the U.S. Foreign Corrupt Practices Act or other applicable anti-corruption laws.

(i) **Insurance.** Each party shall maintain insurance appropriate to its obligations under this Agreement, including commercial general liability coverage and, where applicable, workers' compensation coverage at statutory

limits. For on-site Services, each party shall maintain commercially reasonable coverage for activities and conditions at the relevant facility and shall furnish a certificate of insurance upon the other party's reasonable request.

(j) **No Setoff; Appropriations.** Buyer shall pay all amounts due without setoff, deduction, or withholding except as required by law. For Government Buyers, payment obligations are subject to the Government Contract and applicable appropriations law.

(k) **Order-Specific Terms.** Any order-specific requirements, including delivery location, installation scope, service level, security requirement, cybersecurity requirement, data-access requirement, facility-access requirement, or special compliance obligation, apply only if expressly included in Seller's quote, the applicable statement of work, or the Government Contract and accepted by Seller.

(l) **Independent Contractors.** The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between them.

(m) **No Third-Party Beneficiaries.** Except for Teledyne FLIR LLC as provided in Section 6(c), this Agreement does not confer any rights or remedies on any person other than the parties and their permitted successors and assigns.

(n) **No Waiver.** Failure by either party to enforce any provision of this Agreement does not constitute a waiver of that provision or any other provision.

(o) **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed and delivered electronically; electronic signatures have the same legal effect as handwritten signatures.