

BASE5 GENOMICS, INC.
TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service (“**Terms**”) are between Base5 Genomics, Inc. with offices at 319 N. Bernardo Ave, Mountain View, CA, 94043 USA (“**Base5**”), and the entity indicated on any quotation that references or attaches these Terms (“**Client**”). Unless otherwise agreed in writing by Base5, the quotation and these Terms together with any attachments thereto provided by Base5, set forth the terms on which Base5 is offering to provide the services and generate the deliverables described on the quotation and are an integral part of any contract between Base5 and Client. By signing the quotation or issuing a purchase order or other instrument for the services or deliverables set forth in the quotation, Client agrees to these Terms to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Base5. The most recent quotation will supersede all prior versions.

Client’s submission of a purchase order or other instrument for or regarding the procurement of Services from Base5, whether or not in response to a Base5 quotation, is deemed an acceptance of and agreement to these Terms to the exclusion of any other terms or conditions contained in and/or referenced by such purchase order or other instrument, which are hereby deemed to be material alterations, and notice of objection to which is hereby given, notwithstanding anything to the contrary contained within such purchase order or other instrument or elsewhere. Any acceptance by Base5 of any offer of Client as provided in any Client purchase order or other instrument is expressly conditioned upon Client’s assent to and acceptance of these Terms to the exclusion of any terms or conditions in Client’s purchase order or other instrument that are in any way inconsistent with these Terms.

1. DEFINITIONS.

- 1.1. “Affiliate”** means any individual or company, whether a corporation or other business entity, that is controlling, controlled by or under common control with such party. For purposes of this definition, “control” means the direct or indirect ownership of more than fifty percent (50%) of the equity interest in such corporation or business entity, or the ability in fact to control the management decisions of such corporation or business entity.
- 1.2. “Base5 Deliverables” or “Data”** means those reports or other tangible embodiments of the Base5 Results that Base5 delivers to Client, including the deliverables described in the quotation.
- 1.3. “Base5 Platform”** means Base5’s proprietary genomic sequencing tools, methodologies, software solutions, and expertise, including techniques for analyzing and generating genomic data and relevant annotations.
- 1.4. “Base5 Results”** means (i) any and all data generated by Base5 pursuant to the Project, (ii) any analysis performed by or on behalf of Base5 of such data, and (iii) any reports or other tangible embodiments of the foregoing.
- 1.5. “Combined Results”** means (i) any analysis performed or development activities undertaken using a combination of Base5 Deliverables and Client Results, (ii) any analysis or development of Base5 Deliverables performed by Client, (iii) any analysis or development of Client Results performed by Base5, except to the extent relating to the Base5 Platform; and (iv) any reports, tangible embodiments of, works of authorship, or inventions (whether or not patentable) based on any of the foregoing.
- 1.6. “Confidential Information”** means any proprietary, confidential information (whether or not patentable or copyrightable, and whether or not currently patented or copyrighted) which is owned or controlled by a party or its Affiliates, including without limitation designs, product samples, product formulations, compounds, prototypes, data, processes, procedures, formulas or formulations, methods, techniques, including manufacturing techniques, materials, analyses, technology, programs, software models, algorithms, developmental or experimental work, test data and results (including, without limitation, pharmacological, toxicological and clinical test data and results), compilations of data, other works of authorship, improvements, discoveries, information regarding plans for research and development, new products, pricing, and sales and marketing information, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers, customers, licensees and strategic partners, and the existence or terms of any business discussions, negotiations or agreements to which such party is a party.
- 1.7. “Client Results”** means (i) any and all data generated by Client pursuant to the Project without use of or reference to the Base5 Deliverables or Base5 Confidential Information, (ii) any analysis performed by Client of such data, and (iii) any reports or other tangible embodiments of the foregoing.
- 1.8. “Materials” or “Sample”** means those biological materials that Client transfers to Company in furtherance of the Project. Each unique biological sample may be referred to as a “**Sample**” and all Samples are collectively referred to as the Materials.
- 1.9. “Joint Inventions”** means all ideas, inventions, techniques and other technology, whether or not patentable, and all associated intellectual property, that are generated, developed, discovered, or conceived and reduced to practice in the performance of the Project by or on behalf of a party using the Combined Results.

1.10. “**Project**” mean the research project described in the quotation.

1.11. “**Representatives**” mean the officers, directors, employees, agents, advisors and consultants of a party and its Affiliates.

2. **TERM AND TERMINATION.** These Terms will terminate upon the completion of the Project unless earlier terminated (the “**Term**”). These Terms may be terminated by either party at any time upon 90 days’ written notice to the other party. Each party’s confidentiality and non-use obligations of the Confidential Information under These Terms continues for a period of five (5) years from the date of such termination.

3. **TRANSFER OF MATERIALS.**

3.1. **Transfer and Use of Materials.** Client will provide to Base5 the quantity of Materials specified in the quotation. Upon receipt of the Materials, Base5 will utilize its expertise and facilities to undertake the Project. Base5 will use the Materials solely for conducting the Project under these Terms and for no other purpose, including without limitation any commercial purpose, or any research other than the Project. Base5 will not attempt to reverse engineer, deconstruct or in any way determine the structure or composition of the Materials. Base5 will not sell, transfer, disclose or otherwise provide access to the Materials, any derivative or progeny thereof, or any material resulting from the use of the Materials or any derivative or progeny thereof to any person or entity without the prior written consent of Client, except that Base5 may allow access to the Materials to those employees of Base5 who require such access in order to conduct the Project and solely for purposes consistent with these Terms; provided that such employees are bound by agreement to retain and use the Materials in a manner that is consistent with the terms of these Terms. Base5 understands and agrees that the Materials may have unpredictable and unknown biological and/or chemical properties, that they are to be used with caution, and that they are not to be used for testing in or treatment of humans. Base5 will use the Materials in compliance with all applicable laws and regulations, including, but not limited to, any laws or regulations relating to the research, testing, production, storage, transportation, export, packaging, labeling or other authorized use of the Materials.

3.2. **Title to Materials.** The Materials (including progeny and derivatives thereof) at all times remain the sole and exclusive property of Client, and Base5 does not obtain any right, license or ownership interest in or to any Materials or progeny or derivatives thereof as a result of its receipt or use of the Materials (including, but not limited to, use of Materials in the performance of the Project) pursuant to these Terms. Except as explicitly set forth herein, nothing in these Terms confers on Base5 any express or implied license or option to license the Materials, the Confidential Information, or any patent, patent application or other intellectual property owned or controlled by Client.

3.3. **Destruction of Materials.** The parties acknowledge that in performing the Project, the Materials will be extinguished in the processing. Notwithstanding the foregoing, upon the expiration of the Term, any remaining Materials then in the possession of Base5 will be returned or destroyed.

4. **FEES, PAYMENT TERMS.** Client will pay to Base5 the fees set forth in the applicable quotation. For any non-fixed fees, including price estimates or variable fees based on time and materials, Base5 may include a maximum amount for the cost of the Services which Base5 will not exceed without the prior written approval of Client. Upon reasonable request by Client, Base5 will provide Client with documentation to verify the time and fees charged to Client. Base5 will present to Client invoices for Services rendered and Base5 Deliverables delivered as set forth in the quotation. Client must pay all undisputed invoices within Net 10 days from the date of invoice receipt.

5. **CONFIDENTIALITY.**

5.1. **Obligations.** In accordance with these Terms, each receiving party agrees to hold in strict confidence and not disclose or transfer, directly or indirectly, the Confidential Information of a disclosing party to any third party without the express written permission of a disclosing party.

5.2. **Inclusions.** Confidential Information includes all information disclosed by one party to another party, whether in oral, written, graphic or electronic form which, when provided by a disclosing party to a receiving party: (a) is clearly identified as “Confidential” or “Proprietary” or are marked with a similar legend; (b) is disclosed orally or visually, and identified as Confidential Information at the time of disclosure; or (c) a reasonable person would understand to be confidential or proprietary at the time of disclosure.

5.3. **Exclusions.** A receiving party is not prevented from disclosing or using Confidential Information if such Confidential Information: (a) is now, or hereafter becomes, through no act or failure to act on the part of a receiving party, generally known or available; (b) is known by a receiving party at the time of receiving such information, as evidenced by its written records; (c) is hereafter furnished to a receiving party by a third party, as a matter of right and without restriction on disclosure; or (d)

is independently developed by a receiving party without any breach of these Terms.

- 5.4. Disclosures Required by Law.** Confidential Information may be disclosed by a receiving party only to the extent required to be disclosed by law, government agency, or court order in connection with a legal proceeding, provided that a receiving party provides a disclosing party, as promptly as possible, with prior written notice of any such disclosure (unless such notice is prohibited by such law) so that application for an appropriate protective order can be made by a disclosing party. A receiving party will fully cooperate (at a disclosing party's expense) in connection with a disclosing party's efforts to obtain any such order or other remedy. A receiving party will disclose only that portion of the Confidential Information that it is legally required to disclose, based on the advice of counsel.
- 5.5. Non-Use.** Each receiving party may use Confidential Information only to the extent required to accomplish the Project and for no other purpose. Each receiving party must not file any patent application containing any claim to any subject matter a receiving party has derived from the Confidential Information of a disclosing party. Each receiving party will not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody a disclosing party's Confidential Information provided hereunder. Each receiving party will not use Confidential Information for any purpose or in any manner that would constitute a violation of any laws or regulations, including, without limitation, the export control laws of the United States.
- 5.6. Maintenance of Confidentiality.** Each receiving party agrees to take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the Confidential Information of a disclosing party. Without limiting the foregoing, each receiving party will take at least those measures that it takes to protect its own confidential information of a similar nature. Each receiving party agrees to only disclose Confidential Information of a disclosing party to its Representatives who are required to have the information in order to evaluate or engage in discussions concerning the Project. Further, each receiving party will ensure that its Representatives who have access to the Confidential Information of a disclosing party have agreed to written terms of non-use and non-disclosure that are at least as protective as the provisions hereof, prior to any disclosure of Confidential Information to such Representative. Each party is responsible, and jointly and severally liable with its Representatives or Affiliates, for any breach of the undertakings in these Terms by its Representatives or Affiliates. Confidential Information must not be reproduced in any form except as needed to accomplish the Project. Each receiving party must reproduce a disclosing party's proprietary rights notices on any such copies, in the same manner in which such notices were set forth in or on the original.
- 5.7. Return or Destruction.** Upon termination or expiration of these Terms, a receiving party must immediately cease using the Confidential Information. Upon the written request by a disclosing party, a receiving party must: (i) return or destroy the Confidential Information and all copies (except copies required for backup, disaster recovery, or business continuity, and in such case the obligations hereunder survive until such copies are destroyed) to a disclosing party within fifteen (15) business days of receipt of request, and (ii) confirm in writing that a receiving party has complied with these obligations.

6. INTELLECTUAL PROPERTY.

- 6.1. Ownership of Client Results; License to Base5.** Client retains all right, title and interest in and to the Client Results. Nothing contained in these Terms restricts Client's right to generate, research, develop, make, use, sell or commercialize the Client Results, for commercial, noncommercial or other purposes. The Client Results are the Confidential Information of Client. Subject to the terms set forth herein (including obligations with respect to Confidential Information), Client hereby grants to Base5 a non-exclusive, royalty-free, fully paid-up, perpetual, irrevocable, worldwide right and license to the Client Results: (i) to conduct the applicable Project; (ii) to use, develop, improve, operate, and otherwise exploit the Base5 Platform; and (iii) to use the Client Results for Base5's internal research and development purposes.
- 6.2. Ownership of Base5 Results; License to Client.** Base5 retains all right, title and interest in and to the Base5 Platform and the Base5 Results, including Base5 Deliverables. Nothing contained in these Terms restricts Base5's right to generate, research, develop, make, use, sell or commercialize the Base5 Platform (including any improvements thereto) or the Base5 Results, for commercial, noncommercial or other purposes. The Base5 Deliverables are the Confidential Information of Base5. Subject to the terms of these Terms (including obligations with respect to Confidential Information), Base5 hereby grants to Client a non-exclusive, royalty-free, fully paid-up, perpetual right and license to the Base5 Deliverables: (i) to conduct the applicable Project; and (ii) to use the Base5 Deliverables for Client's internal research and development purposes. Base5 grants Client the right to make Base5 Deliverables public provided that Client follows the procedures set forth in Section 7 (Publications) below and cites Base5 as the source of the Base5 Deliverables.
- 6.3. Ownership of Combined Results and Inventions.** The parties jointly own all right, title and interest in and to the Combined Results and any Joint Inventions, subject to the provisions herein, and the Combined Results and Joint Inventions, if any, must be maintained as the Confidential Information of both parties, with each party being the receiving party of such Confidential Information. The parties do not contemplate that engaging in the Project will result in any Joint Inventions. However, in the

unlikely event that Joint Inventions arise, each party must promptly notify the other party in confidence, in writing, of any and all Joint Inventions (whether or not patentable). Combined Results and Joint Inventions may be used in furtherance of the Project. Any other use of the Combined Results or any Joint Inventions, or any other resulting intellectual property rights, or other material use rights not explicitly set forth herein, must be governed by a separate agreement as negotiated in good faith by the parties, taking into account the respective contribution of each party. For purposes of clarity, these Terms do not restrict Client from using Client Results, nor does it restrict Base5 from using Base5 Results. Neither party will file any patent application that discloses the Joint Inventions or Combined Results without first obtaining the written consent of the other party, such consent not to be unreasonably withheld.

6.4. No Implied License. Nothing in these Terms is intended to grant any rights to either party under any patent, copyright, trademark or other intellectual property right of the other party, nor do these Terms grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein. Nothing in these Terms grants a receiving party the right to retain, distribute or commercialize any Confidential Information of the other party, or to use it in any other manner other than the limited manner set forth above.

7. PUBLICATIONS. The parties agree that dissemination of the Project findings, both by publication and oral presentation is a valuable objective of the Project. Joint publications are encouraged with authorship of such publications decided according to commonly accepted conventions for scientific publications. In addition, either party will be free to publish their own results, including Base5 Results and Client Results, respectively, from the Project after providing the other with up to (30) thirty days in which to review each proposed publication for patent purposes and to identify any inadvertent disclosure of Confidential Information. The party providing the proposed publication must delete any Confidential Information at the request of the reviewing party. Each party agrees to acknowledge the other as the source of a collaborative research effort in any publication related to the Project. If necessary, to permit the preparation and filing of a patent application, either party will agree to delay publication or presentation of the materials submitted for an additional sixty (60) days.

8. INDEPENDENT CONTRACTORS. The parties are performing their obligations under these Terms as independent contractors. These Terms do not constitute or create a joint venture or a partnership of any kind.

9. LIMITED WARRANTIES AND DISCLAIMERS.

9.1. Limited Warranties. Base5 warrants that: (i) it has the authority to enter into these Terms, and (ii) Services are and will be performed in a thorough and professional manner, consistent with high professional and industry standards by individuals with the requisite training, background, experience, technical knowledge and skills to perform Services, in substantial compliance with applicable laws and regulations.

9.2. DISCLAIMERS. THE BASE5 DELIVERABLES, MATERIALS AND CONFIDENTIAL INFORMATION ARE PROVIDED "AS IS". THE SERVICES AND DELIVERABLES ARE FOR RESEARCH USE ONLY AND NOT FOR USE IN DIAGNOSTIC OR REGULATED USES. CLIENT WILL NOT USE THE DELIVERABLES: (I) TO DIAGNOSE, SCREEN OR MONITOR A DISEASE IN A PATIENT; (II) TO MAKE ANY MEDICAL DECISION OR INTERVENTION; OR (III) IN CONJUNCTION WITH PATIENT RECORDS OR TREATMENT. EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF THE MATERIALS OR CONFIDENTIAL INFORMATION, EXCEPT THAT CLIENT REPRESENTS IT HAS THE RIGHT TO TRANSFER THE MATERIALS AND EACH PARTY REPRESENTS THAT IT POSSESSES THE RIGHT TO DISCLOSE THE CONFIDENTIAL INFORMATION PROVIDED TO THE OTHER PARTY UNDER THE TERMS OF THESE TERMS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF A PATENT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT.

10. INDEMNIFICATION. Client must indemnify, defend and hold Base5 harmless from any claim or action, including without limitation claim of infringement, arising out of: (a) Client's manufacture, sale, or use of any product or service based in whole or in part on Client's reliance on the Services or any portion thereof provided to Client by Base5, or any derivative thereof; (b) Base5's use or reliance on Client's specifications or instructions for the performance of the Services; (c) alterations to any of the Deliverables made by Client or a third party; (d) Client's manufacture, sale, or use of any products or components thereof, using Deliverables or on which tests or studies were conducted using any of the Deliverables; and (e) any loss, damage or injury (including death) allegedly caused by Client's use of the Deliverables.

11. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5, AND WITHOUT LIMITING CLIENT'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 10, (A) NEITHER PARTY NOR ITS RESPECTIVE AFFILIATES WILL BE LIABLE TO THE OTHER PARTY

FOR ANY SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER THESE TERMS, WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE; AND (B) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF EACH PARTY AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE TOTAL FEES PAID BY CLIENT TO BASE5 IN THE SIX MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

- 12. INJUNCTIVE RELIEF.** Each party agrees that any anticipated, threatened or actual violation of Section 5 (Confidential Information) may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.
- 13. GOVERNING LAW.** The rights and obligations of the parties hereunder are governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles. All disputes arising out of These Terms will be subject to the exclusive jurisdiction and venue of the state courts located in San Mateo County, California or the federal courts located in the Northern District of California, and each party hereby consents to the personal jurisdiction thereof.
- 14. MISCELLANEOUS.** These Terms contain the final agreement of the parties relative to the subject matter hereof. These Terms may not be modified, except by a written instrument signed by both parties. If any provision of these Terms is declared invalid, illegal or unenforceable, such provision is severed and all remaining provisions continues in full force and effect. The parties' rights and obligations under these Terms will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns. Neither party may assign or delegate its obligations under these Terms either in whole or in part without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned or delayed, except that either party may assign its rights and obligations under these Terms, without the other party's consent, to any successor in interest (whether by merger, acquisition, asset purchase or otherwise) to all or substantially all of the business of said party to which these Terms relate. If a party fails to enforce a provision of these Terms, it is not precluded from enforcing the same provision at another time. Any notice or communication required or permitted hereunder must be in writing, and sent to the address specified below, or at such other address a party may specify in writing, and is deemed received when: (a) personally delivered, on the day of delivery; or (b) sent by a commercial delivery service such as Federal Express or United Parcel Service with shipment tracking, on the day delivery is confirmed by the tracking service; or (c) sent by e-mail, on the day the email is confirmed received by the receiving party. These Terms may be executed in any number of counterparts, including by PDF electronic scan, each of which, when executed, is deemed to be an original and all of which together constitutes one and the same document.

v.20230731