

**ION AMPLISEQ™ CONSULTATION SERVICES
TERMS AND CONDITIONS**

1. Contract Terms. These terms and conditions apply to your purchase of the Ion AmpliSeq™ consultation services described herein (“Services”) from Life Technologies Corporation (“we” or “us”), according to the quotation as submitted by us and accepted by you. These contract terms and conditions form the entire contract between you and us with respect to the Services (the “Services Agreement”), and supersede all prior communications between the parties, whether written or oral, relating to the Services. Your submission of a purchase order or other similar document to indicate payment for the Services (“PO”) shall indicate acceptance of this Service Agreement to the exclusion of any other terms or conditions appearing or referenced in such PO, which are hereby deemed to be material alterations and notice of objection to which is hereby given, notwithstanding anything contained to the contrary in a PO. Your use of the Ion AmpliSeq Designer (a hosted software platform owned or licensed and operated by us) alone or in connection with any Deliverables, and our use of the Ion AmpliSeq Designer in connection with the Services performed hereunder, is subject to and governed by the Ion AmpliSeq Terms of Use, which are incorporated by reference into this Services Agreement. The Ion AmpliSeq Terms of Use can currently be found at <https://www.ampliseq.com/terms.jsp>.

2. Description of Services. Following the submission of your PO indicating acceptance of this Service Agreement, we will schedule a 1-hour consultation with you. Following the consultation, we will carry out target selection (up to 1MB) and design optimization using Ion AmpliSeq Designer for you. We will thereafter provide at least 2 standard Ion AmpliSeq designs and up to 6 additional non-standard Ion AmpliSeq designs to you, for a total of up to 8 designs. We will also provide a summary report of the Services. The average turn-around time for designs from the time of consultation to delivery of designs and summary report is between 4 to 6 weeks. Upon delivery of the designs and summary report, the standard Services shall be deemed completed and you will receive an invoice for services rendered. Within 2 months from the completion of the standard Services, you may elect to submit a request for design modification, wherein we will provide up to 8 alternative designs at an additional cost to you. The average turn-around time for alternative designs is between 2 to 4 weeks. Within 6 months from the completion of the standard Services, you may elect to provide your completed sequencing data and run reports to us for data analysis and performance assessment at an additional cost to you. The average turn-around time for a data analysis and performance assessment is between 4 to 6 weeks. Upon delivery of the alternative designs or data analysis and performance assessment, any additional Services, if requested, shall be deemed completed and you will receive an invoice for the additional services rendered.

3. Performance of Services. We will perform the Services as an independent contractor, using proprietary data, methods, materials, equipment, and/or related intellectual property owned, licensed or controlled by us or our affiliates (collectively “Service Provider Technology”) to provide you with the Ion AmpliSeq designs and summary report, and any alternative designs or data analysis and performance assessment elected by you, as a direct result of the Services (collectively “Deliverables”). We will use commercially reasonable efforts to start and complete all Services on time, and will notify you if substantial delays are likely. The Deliverables are not produced in accordance with United States Food and Drug Administration (“FDA”) good manufacturing practices or good laboratory practices or in accordance with any other similar laws or regulations in other jurisdictions.

4. Use Limitations. We hereby authorize you to use the Deliverables for the sole purposes of AmpliSeq™ design review and for submission of Ion AmpliSeq panel design requests through AmpliSeq.com (the “Authorized Purposes”). You shall not reverse engineer, use, reproduce, sublicense, resell, distribute, dispose or make derivative works of the Deliverables, in whole or in part, except as expressly permitted under this Section 4. You agree to use Deliverables only for your Authorized Purposes, and Deliverables shall not be transferred to or commercially used by or for any third party, regardless of whether such transfer or commercial use of Deliverables is for Authorized Purposes of such third party. Without limiting the foregoing, you shall not directly or indirectly furnish materials or information provided hereunder to any entity, or destination, or for any use, except in full accordance with all applicable laws and regulations, including without limitation FDA, export control and trade sanctions laws and regulations of the United States.

5. Payments. You shall pay us for the Services within 30 days after the date of the respective invoice(s), which we will send to you upon completion of the Services. If you default on any payment when due, we, at our option and without prejudice to our other lawful remedies, may delay performance, defer delivery, charge interest on undisputed amounts owed, and/or terminate this Services Agreement.

6. Ownership, Intellectual Property. You shall not, by virtue of the Services performed hereunder, obtain any license or other rights in any Service Provider Technology to (a) use Deliverables other than as set forth in Section 4, (b) independently recreate the Deliverables, even if used to perform the Services; and/or (c) sell or otherwise use the Deliverables for commercial purposes; unless expressly agreed in a separate written contract between the parties. Furthermore, nothing in this Services Agreement or as a result of any Services conducted by us shall be construed as conferring explicitly or by implication, estoppel or otherwise any license, right or immunity under any patents or patent applications that we (and/or our successors, affiliates and assigns, and successors, Affiliates and assigns of each of the foregoing) now own or hold a license to, or acquire or obtains a license to in the future, other than the intellectual property rights provided in connection with the Authorized Purposes. You have not provided and will not provide, and we and our affiliates have not received and will not receive, any consideration except that which is expressly provided herein for the specific rights expressly granted herein. We will own our notes or other records maintained with respect to the Services.

7. Non-Exclusivity. Unless expressly agreed in writing, all Services are provided on a non-exclusive basis, and we reserve all rights for ourselves and our affiliates to provide third parties with deliverables that are identical or similar to Deliverables.

8. Confidentiality. Except for those exclusions set forth below, we shall treat information or materials shared by you as confidential to you, and we will not disclose such information or materials to any person except our employees, consultants, and subcontractors as necessary for purposes of providing the Services. If we disclose any information or materials comprising Service Provider Technology to you, you shall treat such information and materials as confidential to us. Each party shall protect the confidential information or materials of the other party by using the same degree of care as such party uses to protect its own materials and information, but in any event no less than a reasonable degree of care. Notwithstanding any other provisions herein, each recipient party shall have no obligation to the other party for any information or materials that are (a) already known to the recipient party; (b) publicly known other than by a wrongful act of the recipient party; (c) received from a third party lawfully entitled to disclose it; (d) disclosed pursuant to an enforceable order of a court or administrative agency; and/or (e) is independently developed by or for the recipient party.

9. Limited Warranty; Limitation of Liability.

9.1 Limited Warranty. Our sole warranty for the performance of the Services is that the Services will be performed using due care in accordance with (a) this Services Agreement and (b) laws, regulations and generally prevailing industry standards applicable to such Services. We do not warrant or represent that the results of the Services will be acceptable to any regulatory agency (including FDA) to which they are presented or that they will advance your interests. If you believe that we, in breach of our limited warranty, have made a material error in the Services that renders the results of such Services invalid, you must notify us of such error in writing, within 1 month after receipt of the Deliverables; and as your sole remedy for such error, we shall either (i) repeat the particular Services at our own expense or (ii) refund to you the fees actually paid for the particular Services giving rise to such material error. THE DELIVERABLES ARE BEING PROVIDED TO YOU “AS IS”. THE WARRANTY SET FORTH IN THIS SECTION 9 IS IN LIEU OF ANY AND ALL OTHER WARRANTIES RELATING TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT DELIVERABLES OR USE THEREOF WILL NOT INFRINGE ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHT.

9.2 Limitation of Liability. WE SHALL NOT BE LIABLE HEREUNDER, UNDER ANY LEGAL THEORY, FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS OR LOSS OF BUSINESS, EVEN IF WE HAD NOTICE OF THE POSSIBILITY THEREOF. OUR LIABILITY TO YOU FOR BREACH OF ANY PROVISION OF THIS SERVICES AGREEMENT (OTHER THAN BREACH OF THE WARRANTY IN THIS SECTION 9 FOR WHICH LIABILITY IS LIMITED TO RE-PERFORMANCE OR REFUND AS SPECIFIED HEREIN) SHALL BE LIMITED TO DAMAGES IN AN AMOUNT NOT TO EXCEED THE FEE TO BE PAID FOR THE SERVICES. NOTHING IN THE PO OR THIS SERVICES AGREEMENT SHALL LIMIT OR EXCLUDE THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

10. Indemnification. Except to the extent caused by our willful misconduct, you shall indemnify and hold harmless us, our affiliates and our and their respective officers, directors, employees and agents (“Indemnified Party”) from and against any and all expenses (including, but not limited to, reasonable attorney’s fees) and losses incurred by any such Indemnified Party in connection with any claim asserted by a third party arising out of or based on any product or service of yours that is based in whole or part on your use of the Services or reliance on Deliverables, or any portion or derivative thereof.

11. Changes, Termination. Changes to the Services must be agreed to by both parties in writing, and may require changes in the fees or timelines. We may terminate the Services Agreement if (a) you breach any material provision of this Services Agreement and fail to remedy the breach to our satisfaction within 15 days after written notice thereof; (b) we determine that biosecurity, biosafety, and/or feasibility reasons prevent or are likely to prevent the performance of the Services; or (c) you are or are deemed by law to be unable to pay your debts or perform your obligations under the Services Agreement. You shall have the right to terminate this Agreement upon 30 days’ prior written notice to us. Termination of Services in progress will result in a partial charge commensurate with the percentage of Services completed at the time of cancellation.

12. Miscellaneous. This Services Agreement may not be assigned without the consent of the other party, except that each party may assign the Services Agreement to an affiliate or to any other party to whom it transfers substantially all the business and assets related to this Services Agreement, provided that such assignee assumes all the rights and obligations of its assignor. This Services Agreement shall be governed by the laws of the state of Delaware, USA. This Services Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. If you are a US government agency, POs in any amount greater than \$3000 will be subject to commercial item acquisition under 48 C.F.R. (FAR) Part 12 and this Services Agreement shall apply, supplemented only by the mandatory provisions of FAR 52.212-4 and 52.212-5 pursuant to FAR 12.302(b). If you are a prime contractor to a US government agency and this Services Agreement constitutes a subcontract under the FAR, then this Services Agreement shall apply, supplemented only by the minimum mandatory FAR flow-down clauses for commercial item subcontracts at 52.212-5(e) or 52.244-6. If any part of this Services Agreement is found to be legally unenforceable, the remaining clauses of this Services Agreement shall be unimpaired, and the parties shall in good faith negotiate an enforceable provision that most closely achieves the objectives of the unenforceable provision. Except for payment obligations, neither party shall be responsible for failure to perform its obligations due to natural disasters or other force majeure causes beyond its reasonable control. Neither party shall use the name of other party or of its employees in any promotion or publication without prior written consent of such other party. No waiver by either party of any breach hereof shall constitute a waiver of any other breach thereof.