

ION AMPLISEQ™ TERMS

1. **Contract Terms.**

1.1 **General Terms.** These terms and conditions ("Ion AmpliSeq™ Terms") apply to your use of products and materials based on Ion AmpliSeq technology (including OncoPrint® products and materials using Ion AmpliSeq) including kits, primers, panels, designs, assays, and other materials (collectively "Ion AmpliSeq Materials"), provided by Life Technologies Corporation ("we" or "us"). These Ion AmpliSeq Terms are included as Supplementary Terms to the Terms and Conditions of Sale, available at www.thermofisher.com/legal, and, together with our quotation (if any), create a binding contract between you and us for the purchase, and sale of Ion AmpliSeq Materials.

1.2 **Terms Conflict.** In the event that these Ion AmpliSeq Terms conflict with the Ion Community Terms of Use or any terms and conditions of sale applied to products based on Ion AmpliSeq Materials, these Ion AmpliSeq Terms shall control.

2. **No Warranty.** WE MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SPECIFICATIONS OR PERFORMANCE OF THE ION AMPLISEQ™ MATERIALS. ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF THE ION AMPLISEQ™ MATERIALS (INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF INACCURATE, INVALID OR INCOMPLETE RESULTS) OR WITH RESPECT TO THE ION AMPLISEQ™ MATERIALS, INCLUDING WITHOUT LIMITATION THE PERFORMANCE THEREOF OR SPECIFICATIONS RELATED THERETO, OR ANY TEST RESULTS (AS THAT TERM IS DEFINED BELOW) WHETHER ARISING FROM A STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE. ION AMPLISEQ™ MATERIALS AND ALL INFORMATION PROVIDED BY US RELATED THERETO ARE FURNISHED "AS IS."

3. **Limitation of Liability.** TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL WE BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, WARRANTY, OR UNDER ANY STATUTE OR ON ANY OTHER BASIS FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES SUSTAINED BY YOU OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR CAUSED BY ION AMPLISEQ™ MATERIALS, OUR PERFORMANCE OR FAILURE TO PERFORM OUR

OBLIGATIONS RELATING TO THE PURCHASE OF ION AMPLISEQ™ MATERIALS BY YOU OR PROVISION OF ION AMPLISEQ™ MATERIALS TO YOU OR PERFORMANCE OF SERVICES, THE POSSESSION OR USE OF ANY ION AMPLISEQ™ MATERIALS, OR OUR PERFORMANCE OF ANY SERVICES, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR RELATED TO LOSS OF USE, LOSS OF DATA, DOWNTIME, PROCUREMENT OF SUBSTITUTE PRODUCTS, DESIGNS OR SERVICES, OR FOR LOSS OF REVENUE, PROFITS, GOODWILL, OR BUSINESS OR OTHER FINANCIAL LOSS. OUR TOTAL LIABILITY HEREUNDER SHALL BE LIMITED TO THE AMOUNT ACTUALLY RECEIVED BY US FROM YOU FOR ION AMPLISEQ™ MATERIALS, SERVICE OR OTHER PERFORMANCE GIVING RISE TO SUCH CLAIM.

4. **Product Use.** You understand and agree that (a) Ion AmpliSeq Materials are provided for your internal research use only, and not for human or animal therapeutic or diagnostic use; (b) Ion AmpliSeq Materials may only be used with Ion AmpliSeq instruments, kits, reagents and related products that you purchase from us; (c) Ion AmpliSeq Materials have not been validated for clinical or diagnostic use, safety and effectiveness, or any other specific use or application and have not received any governmental approval, clearance, or similar designation ("Product Approvals"), (d) you are solely responsible for your compliance with any applicable laws, regulations, governmental policies and Product Approvals that may pertain to your use of the Ion AmpliSeq Materials; (e) you shall not cause or permit the reverse engineering of Ion AmpliSeq Materials (f) Ion AmpliSeq Materials are provided on a non-exclusive basis and we may provide others with Ion AmpliSeq Materials similar or identical to those provided to you; and (g) Ion AmpliSeq Materials are not provided with service rights or other rights for commercial use. If you require additional use rights, please contact our out-licensing department at outlicensing@lifetech.com.

5. **Indemnity.** You agree to defend, indemnify and hold us harmless against all liabilities, damages, costs, expenses and claims arising from or based upon your use of Ion AmpliSeq Materials.

6. **No Implied License.** Except as expressly set forth in Section 4, nothing in these Ion AmpliSeq Terms 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 or our affiliates now owns or holds a license to, or acquires or obtains a license to in the future.