

Terms and Conditions for Supply of Organoids and Related Products

1. General: Entire Agreement

These Terms and Conditions for Supply of Organoids and Related Products (“**Terms**” or “**agreement**”) shall govern the sale of organoids and associated products (collectively, “**Products**”) by Molecular Devices (“**Seller**”) for the party purchasing such products (“**Buyer**”). Seller’s offer to sell Products to Buyer is expressly limited to Buyer’s acceptance of these terms and conditions.

Additional or different terms or conditions proposed by Buyer (including any additional or different terms provided in a purchase order) shall be void and of no effect unless specifically accepted in writing by Seller. These Terms and the Proposal (as defined Sec. 2 below) shall be the exclusive agreement between the parties for the Products subject to the terms and conditions herein. Any prior or contemporaneous understandings, agreements, and representations, oral or written, are superseded by these terms and conditions. No modification to these terms and conditions shall be valid unless in writing and signed by both parties. In the event of any conflicts between these Terms and the Proposal, the terms and conditions of the Terms shall prevail unless the Proposal specifically describes the provision of these Terms to be modified.

2. Requirements

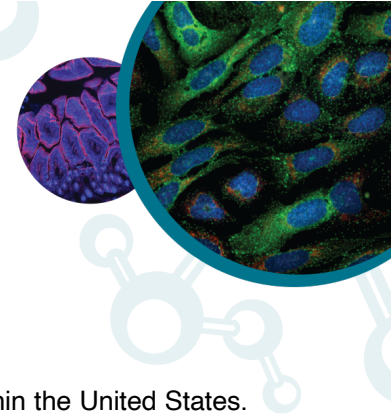
Seller and Buyer shall sign a proposal or statement of work (each, a “**Proposal**”) which shall specify, among other things, the organoid products to be provided by the Seller to the Buyer (“**Organoid Products**”), specifications/ technical requirements for the Organoid Products (“**Technical Requirements**”), the description of services to be provided in connection with the Organoid Product, such as manufacturing and testing services and, if applicable, milestones and key assumptions for the project. Any other Products purchased in conjunction with Organoid Products shall be provided in accordance with manufacturer’s published specifications.

3. Payment

The Products covered by this agreement shall be sold and invoiced at the prices listed on the Proposal. Prices do not include sales, excise, use or other taxes now in effect or hereafter levied by reason of this transaction. Payment terms are net thirty (30) days from date of invoice.

4. Delivery

Unless stated otherwise by Seller, all shipments will be F.C.A. (Free Carrier) (as defined in Incoterms 2010) Seller’s shipping facility, if destination of delivery is outside the United States, and F.O.B. (Free on Board) (as



defined in U.C.C. Section 2-319) Seller's shipping facility, if destination of delivery is within the United States. Seller may make delivery in installments and may render a separate invoice for each installment.

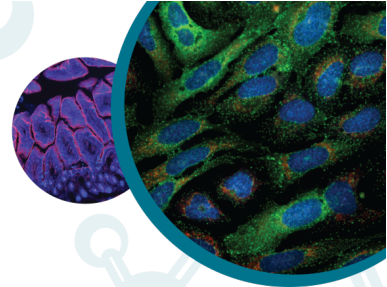
5. Use of Organoid Products

5.1. ALL ORGANOID PRODUCTS PROVIDED BY THE SELLER TO THE BUYER ARE FOR SINGLE USE ONLY IN RESEARCH ASSAYS OR EXPERIMENTS AND (1) ARE NOT TO BE PASSAGED FOR FURTHER REPEATED USE OR FOR OTHER ORGANOID EXPANSION PURPOSES, AND (2) ARE NOT TO BE USED FOR ANY COMMERCIAL PURPOSES INCLUDING THE PROVISION OF SERVICES.

5.2 All Organoid Products provided by Seller to the Buyer are for the Buyer's use only. The Buyer shall not: (i) make Organoid Products or any portion of them, in any way, shape or form, including as a component of another product, available for the purpose of further resale, (ii) alter, remove the product label and the Seller's mark of origin without the express written permission of the Seller, or (iii) sequence or analyze any of the Organoid Products in a way that could potentially identify the original donor of the tissue from which they are derived.

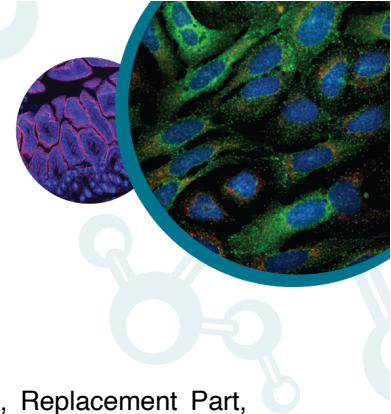
6. Warranty

- A. *Organoid Product Warranty.* Seller warrants that the Organoid Products purchased from Seller by Buyer shall meet the technical requirements set forth in the applicable Proposal for a period of the shelf life and expiry date set forth in the documentation provided by the Seller to the Buyer for such Organoid Products, whichever is earlier. The Buyer shall provide prompt written notice of non-conforming Organoid Products to the Seller and give Seller a reasonable opportunity to examine such Organoid Products. On Seller's request and at Seller's option, the Buyer shall return such non-confirming Organoid Products to the Seller's at the Seller's cost for the examination or make such Organoid Products available for the Seller's examination at the Buyer's place of business.
- B. *Instrument Warranty.* Seller warrants that the instrument (the "Instrument(s)") purchased from Seller will be free from defects in materials and workmanship during the applicable warranty period, provided that the Instrument has been operated at all times in accordance with the instruction manual and user guide by or under the direct supervision of a certified operator who has attended Seller's training course for the Instrument. If the Instrument is installed by an authorized field service engineer of Seller (the "Seller Representative"), then the warranty period for the Instrument ends twelve (12) months after the date of installation (as certified by Seller Representative) or thirteen (13) months after the date of shipment, whichever is shorter. If the Instrument is not installed by a Seller Representative, the warranty period for the Instrument terminates twelve (12) months after date of shipment. Seller will provide field service for drug discovery Products under warranty, and will provide depot service for bioresearch Products under warranty. Buyer may purchase an upgrade to field service for some bioresearch Products.
- C. *Instrument Accessory Warranty.* Software is warranted as set forth in the EULA. Seller warrants that the option, accessory or media on which a copy of the software is placed (each hereinafter referred to as an "**Instrument Accessory**") will be free from defects in materials and workmanship during the applicable warranty period. If



an Instrument Accessory is acquired at the time the Instrument is purchased, then the warranty period for the Instrument Accessory will be the same as the warranty period for the Instrument. If an Instrument Accessory requires installation after the Instrument is purchased, but during the warranty period of the Instrument, then the warranty period for the Instrument Accessory will be the greater of (i) the remaining warranty period for the Instrument, or (ii) the lesser of ninety (90) days from the date of installation of the Instrument Accessory or one hundred and twenty (120) days from the date of shipment of the Instrument Accessory. If an Instrument Accessory requires installation after the warranty period for the Instrument has expired, the warranty period for the Instrument Accessory will be the lesser of ninety (90) days from the date of installation of the Instrument Accessory or one hundred and twenty (120) days from the date of shipment of the Instrument Accessory. If an Instrument Accessory that does not require installation is acquired after the Instrument is purchased, but during the warranty period of the Instrument, then the warranty period for the Instrument Accessory will be the greater of (i) the remaining warranty period for the Instrument, or (ii) ninety (90) days from the date of shipment of the Instrument Accessory. If an Instrument Accessory that does not require installation is acquired after the warranty period for the Instrument has expired, the warranty period for the Instrument Accessory will be ninety (90) days from the date of shipment of the Instrument Accessory.

- D. *Instrument Service Parts Warranty.* Seller warrants that the Instrument service parts (the "**Replacement Part(s)**") provided during the warranty period from Seller will be free of defects in materials and workmanship, only if such parts are installed by Seller Representative. The warranty period for the Replacement Part is the greater of (i) the remaining warranty period of the Instrument, or (ii) ninety (90) days from the date of installation of the Replacement Part.
- E. *Consumable and Reagent Warranty.* Seller warrants that the consumable and reagent Products purchased from Seller ("**Consumables**" and "**Reagents**", respectively) will be free from defects in materials and workmanship during the applicable warranty period, provided that the Consumable or Reagent has been used at all times in accordance with the instruction manual and user guide. Each Consumable and Reagent is shipped with documentation stating specifications and other technical information. Seller's Consumables and Reagents are warranted to meet or exceed the stated specifications. Sellers' sole obligation and Buyer's sole remedy are limited to replacement of the Consumable or Reagent free of charge in the event that the Consumable or Reagent fails to perform as warranted. The warranty period for the Consumable or Reagent ends six (6) months after the date of shipment.
- F. *Warranty Exclusion.* The warranties provided above and the remedies provided below will not apply to any Product if: (i) Seller determines that a problem is caused by accident, abuse, misuse, failure to follow the Seller's written instructions with respect to the Product storage, negligence, misapplication, fire, earthquake, flood, other force majeure event, failure of electrical power, the use of unauthorized parts or reagents, or unauthorized repairs or modifications; (ii) Seller determines that a problem is caused during or as a result of shipment or relocation; (iii) Seller's serial number has been removed or defaced from the Product; (iv) a problem arises from or is based on Seller's compliance with Buyer's specifications, or (v) with respect to Organoid Products, the Buyer makes any further use of the Organoid Products after giving notice to the Seller that such Products are non-comforting; or the Buyer alters or modifies Organoid Products without the prior written consent of the Seller.
- G. *Remedy.* For any breach of the warranties provided in this statement, Seller will, at its own expense and option, and as its sole obligation, and as Buyer's exclusive remedy, repair or replace any defective Organoid Product



(or the non-conforming part thereof), any defective Instrument, Instrument Accessory, Replacement Part, Consumable or Reagent if Buyer notifies Seller during the applicable warranty period and Seller determines that the Instrument, Instrument Accessory, Replacement Part, Consumable or Reagent is defective and is covered by the warranty. Seller is not required to repair, replace or refund any defective Instrument, Instrument Accessory, Replacement Part, Consumable or Reagent if Buyer fails or refuses to certify to Seller in writing that the Instrument, Instrument Accessory, Replacement Part, Consumable or Reagent has been appropriately decontaminated and cleaned and is safe for handling by Seller personnel (the "Clearance Certificate"). The warranty period for the repaired or replaced Instrument, Instrument Accessory, Replacement Part, Consumable or Reagent will not exceed the warranty period for the defective Instrument, Instrument Accessory, Replacement Part, Consumable or Reagent. The warranty period for any Replacement Parts, which may be new, remanufactured or refurbished at Seller's sole discretion, will not exceed the warranty period for the defective Instrument or Instrument Accessory. If the Seller so requests, the Buyer shall, at the Seller's expense, return the non-conforming Products or the part of such Products which is non-conforming to the Seller. Any Products, or part thereof, replaced pursuant to the warranty, shall belong to the Seller.

- H. **Warranty Disclaimer.** THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

7. **License**

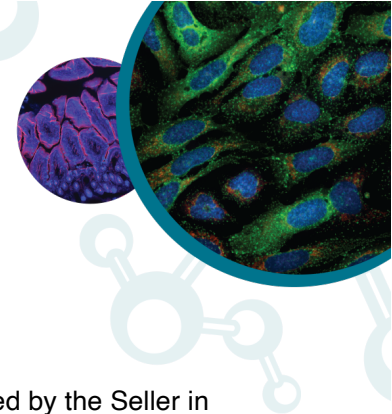
Buyer acknowledges that any software programs (the "**Software**") included with the Products are licensed to Buyer under the terms and conditions of the click-through license agreement provided with the Software ("**EULA**") and that title to the Software (or any copies thereof) is not transferred to Buyer.

8. **Limitation Of Liability**

IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE OR LIABLE FOR ANY THIRD PARTY FOR ANY LOST PROFITS, OR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR CONTINGENT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, INCLUDING FOR ANY LIABILITY ON ACCOUNT OF A CLAIMED DEFECT IN ANY PRODUCT DELIVERED HEREUNDER, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT PAID BY BUYER ON WHICH THE CLAIM IS BASED.

9. **Intellectual Property**

- A. Intellectual property shall include without limitation all rights to and any interests in any patent, design, trade mark, copyright, know-how, trade secret and any other proprietary right or form of intellectual property (whether protectable by registration or not), Buyer list, specification, formula, device, drawing, design, system, process, logo or mark ("**Intellectual Property**").



- B. All Intellectual Property in the Organoid Products and any materials prepared or supplied by the Seller in connection with the provision of the Organoid Products shall remain the property of the Seller.
- C. THE PRODUCTS ARE PROVIDED FOR RESEARCH USE ONLY NOT FOR ANY THERAPEUTIC OR DIAGNOSTIC USE IN HUMANS OR ANIMALS. THE SELLER RECOMMENDS THE BUYER TO ASSESS THE INTELLECTUAL PROPERTY LANDSCAPE AND THE REQUIREMENT FOR ANY LICENSES FROM SELLER OR OTHER THIRD PARTIES PRIOR TO ENGAGING IN ANY WORK USING ORGANOID PRODUCTS. THIS MAY INCLUDE LICENSES FOR HUB ORGANOID TECHNOLOGY FROM THE STICHTING HUBRECHT ORGANOID TECHNOLOGY (<https://huborganoids.nl/>).

10. Independent Contractor

The parties are acting hereunder as independent contractors and not as partners, agents, fiduciaries, or joint venturers. Neither party has the power or authority represent, act for, bind, or otherwise create or assume any obligation on behalf of the other party.

11. Force Majeure

Any delay in the performance of any duties (except for payment of fee owed) by either party will not be considered a breach if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or other event beyond the control of such party, provided that such party uses reasonable efforts to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

12. General

These contract terms will be governed by the laws of the State of California, without regard to conflicts of law principles which would require the application of the laws of any other state. All waivers must be in writing. A party's failure to exercise any of its rights under this agreement shall not constitute a waiver or forfeiture of any such rights nor of any other rights. If any provision of this agreement is unenforceable or invalid pursuant to any applicable law, such unenforceability or invalidity will not render this agreement unenforceable or invalid as a whole, and such unenforceable or invalid provision will be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions. This represents the entire agreement between the parties as to the matters set forth herein and integrates all prior discussions and understanding between the parties. Buyer's rights hereunder may not be assigned to any third party by Buyer except with the prior written approval of Seller. The Seller may assign its rights and obligations under this agreement to its affiliates (an "affiliate" means a business entity that controls, is controlled by or under common control with the Seller) provided that the Seller shall remain responsible for performance of such affiliates under this Agreement.