

Terms and Conditions for the Supply of Services by Caris MPI, Inc. (“Caris”)

The terms and conditions (“**Terms and Conditions**”) outlined in this agreement apply to the provision of laboratory testing services by Caris. Please read these terms and conditions carefully. The submission of a Requisition will be deemed to constitute your unqualified acceptance of these Terms and Conditions.

1. Application

These Terms and Conditions shall govern the provision of Services by or on behalf of Caris to you, as the ordering Client (the “**Client**”). Client acknowledges and confirms that it is entering into a contract to obtain laboratory testing services from Caris as the agent of the patient from whom the tumor sent to Caris for testing is obtained. Caris and Client are individually referenced as “**Party**” and together referred to in these Terms and Conditions as the “**Parties**” that shall apply in place of and prevail over any terms or conditions or warranties contained or referred to in any documentation provided by Client to Caris or implied by trade custom, practice or course of dealing unless specifically excluded or varied in writing by an authorized representative of Caris. The submission by Client to Caris of the Caris Molecular Intelligence[®] Requisition form (“**Requisition Form**”) shall be deemed to constitute unqualified acceptance of these Terms and Conditions.

2. Caris Services

- 2.1 Services. Caris shall provide laboratory testing services to Client, including without limitation the performance of the Caris Molecular Intelligence[®] and BRCAnswers[™] services, including reports and consultations (collectively “**Services**”) in accordance with these Terms and Conditions.
- 2.2 Clinical Supplies. Caris shall provide to Client all supplies necessary, as determined by Caris, for Client to collect, process and ship specimens to Caris. Such supplies may include tissue sample collection kits, labels, shipping air bills and/or boxes (“**Clinical Supplies**”). Client will use the Clinical Supplies exclusively in connection with the collection, preparation and shipment of specimens to Caris. Title in and ownership of the Clinical Supplies shall remain at all times with Caris. If Client no longer wishes to receive the Services, Client will return Clinical Supplies to Caris. Caris shall collect, or shall arrange for courier services to collect specimens from Client in accordance with a reasonable schedule.
- 2.3 Provision of report. Caris will provide access to the final laboratory report to Client in English. Translation into another language may be provided if requested by Client, subject to the availability of translation services and agreement by Caris. If Client is an authorized distributor pursuant to the terms of a written agreement, Client will access the final laboratory report via the MI Portal[™]. Otherwise, Client will receive access to the report via secure email. Caris will use reasonable endeavors to protect the security and confidentiality of such electronic transmissions to the extent that the electronic submission is within its control. Caris will not be liable for any claims of any kind from the electronic

transmission of reports to Client, including, but not limited loss of use, loss of data, loss caused by a computer or electronic virus, claims of third parties or other losses of any kind or character. This limitation on liability applies to, but is not limited to, the transmission of any disabling device or virus that may infect Client's equipment, communication lines, telephone or other interconnect problems, unauthorized access, theft, or operator errors. Client acknowledges and accepts any risks associated with transmitting such information by electronic means and acknowledges that it is Client's responsibility to ensure that the report it kept confidential following its receipt. Client will indemnify Caris for any liability arising out of Client's request to provide the results of laboratory tests to Client in an electronic form.

2.4 Retention of records/specimens. Caris shall maintain accurate and complete records for all Services provided by Caris to Client and shall retain such records for the retention periods specified by relevant laws and regulations. In so far as permitted by applicable laws, such records shall remain the property of Caris. Upon written request, Caris shall make available for review by Client any records created by Caris relating solely to Client. Caris will comply with applicable laws regarding the use and destruction of leftover patient samples.

2.5 Quality and Regulatory Compliance. Caris has implemented a quality management system covering its laboratory operations. Information concerning Caris' Laboratory Accreditations and Licenses are available on Caris' website at:

<http://www.carislifesciences.com/about/laboratory-accreditations-licenses/>

3. Client Obligations

Client will:

- a) Submit a Requisition Form and, when required, provide Caris with an appropriate diagnosis and tumor specimen and/or written patient consent, for Services in accordance with policies and procedures specified by Caris;
- b) Maintain all appropriate patient records, written consent, and other documentation;
- c) Notify Caris in writing of any matter which Client is aware is likely to materially affect the performance or delivery of the Services;
- d) Be responsible for all payment administration, insurance or patient billing and fee collections relating to the provision of the Services if necessary;
- e) Pay promptly to Caris all agreed amounts due and owing to Caris relating to the Services;
- f) Inform Caris of any reports of irregularities, complaints or other adverse information received by Client relating to the Services including Client's use of

the Services, the quality or the performance of Services within 48 hours of receiving such information;

- g) Not engage in deceptive, misleading, unethical or unlawful business practices including, but not limited to, disparagement of Caris or the Services, disparagement of any third party's competitive products or Services, and acceptance or payment of bribes, kickbacks or secret profits;
- h) Not modify the reports and results relating to the Services or any disclaimers associated with such reports in any manner; and
- i) Maintain comprehensive insurance as required in accordance with applicable laws and regulations for five (5) years from the date of submission of a Requisition Form.

Client warranties. Client represents and warrants that it:

- a) has the right to enter into this contract to acquire the Services and perform the obligations described in these Terms and Conditions;
- b) will comply with all laws, rules, regulations and the like applicable to Client's activities, including processing of specimens and health and privacy requirements relating to the Requisition of services from Caris;
- c) will obtain and maintain all government licenses, approvals and permissions necessary in connection with its obligations in these Terms and Conditions;
- d) certifies that the Patient has executed an informed consent to CMI tumor profiling, shipping of Patient specimen to Caris' lab or another designated lab in the United States, and the transmittal of Patient data and results; and
- e) client acknowledges and understands that Caris is relying upon Client's representations and warranties as set out in this Section 3 as well as in these Terms and Conditions.

4. Orders for Services

- 4.1 Orders for Services. To place an order for Caris Molecular Intelligence[®], Client shall submit to Caris a Requisition Form together with patient consent, and a specimen of the patient's tumor which is satisfactory for testing, along with the pathology report related to the specimen. To place an order for BRCAAnswers[™], Client shall submit to Caris a Requisition form along with a blood specimen meeting the guidelines provided as well as a signed patient consent. The submission by Client to Caris of such Requisition Form, specimen, and, when required pathology report and consent will constitute an offer by Client to receive the Services.

- 4.2 Acceptance of order. The contract for the provision of the Services is created when Caris (a) receives the Requisition Form, the tumor specimen, and pathology report or Requisition Form, blood specimen and signed patient consent; (b) confirms sufficiency of the specimen, and (c) starts to provide the Services.
- 4.3 Requisition Forms. Requisition Forms must be sent to Caris together with the patient's specimen (in the same shipper box) and pathology report and/or signed patient consent. Alternatively, Caris may, at its discretion, consider a faxed and/or scanned copy of the related Requisition Form as the valid contractual document for the provision of the Services. Changes of request in the Requisition Form before or while Caris is performing the Services may be accepted at Caris' discretion.
- 4.4 Additional Services. If Caris agrees to provide additional Services to the same Client without reference to any conditions of sale and/or supply, the provision of such additional Services shall be deemed to be subject to these Terms and Conditions.
- 4.5 Location of provision of the Services. Subject to providing notification to Client in accordance with paragraph 12.3 and notwithstanding any representations made to the Client that such work would be carried out at a specified laboratory, Caris may carry out the Services at any of its laboratories and may subcontract the provision of the Services to a third party at its discretion and notwithstanding any representations made to the Client that such work would be carried out at a specified laboratory.

5. Prices and Payment

- 5.1 Price. The price payable for the Services shall be that set out in Caris' acceptance of the order provided in accordance with paragraph 4.2, plus VAT and any other tax or duties. Prices may change upon thirty days' written notice to Client.
- 5.2 Payment terms. Client shall pay Caris' invoices (unless otherwise specified in a written agreement between Client and Caris or in Caris' acceptance of an order) in full within 60 days of the invoice date and time of payment shall be of the essence. Unpaid amounts shall be subject to interest of the lesser of the maximum amount allowed by law or 4% per annum over the base lending rate of the Royal Bank of Scotland. Caris reserves the right to suspend the provision of Services to Client where any amounts due are in arrears until all such amounts have been paid.

6. Licenses and Consents

- 6.1 Licenses and consents. If any license or consent of any government agency, other authority, or Patient is required for the performance of any Services or for the acquisition, carriage or handling of any specimen submitted for testing to Caris by Client or for the provision of Patient data or test results, Client shall obtain the same at its own expense and at Caris' request shall provide evidence of the same to Caris. Failure to obtain any such license or consent shall not entitle Client to withhold or delay any payment due to Caris. Any additional expenses or charges incurred by Caris resulting from such failure by Client shall be payable by Client to Caris.

7. **Liability**

- 7.1 Exclusion of warranties. Except where stated otherwise in these Terms and Conditions, all warranties, conditions, representations, rights, obligations, liabilities and other terms whether express or implied by statute or common law in connection with the Services (including without limitation any relating to performance, care and skill or compliance with representations) are, to the fullest extent permitted by law disclaimed.
- 7.2 Caris shall not be liable for Client's use of the Services. Subject to paragraph 7.3, Caris shall have no liability for any use made of the Services, including but not limited to any report prepared by Caris summarizing the results of laboratory tests performed by Caris, any advice supplied by Caris, any decisions taken, or for any costs incurred by Client in consequence of such use, advice or decisions. Services are not a substitute for the ordering physician's professional judgement. Client's use of the information provided through Services or reports is provided as a tool for the ordering physician's use in determining the appropriate treatment for a patient. The decision as to what course of treatment and the appropriate use of the information provided by Caris is solely that of the ordering physician.
- 7.3 Liability for death and personal injury. Nothing in these Terms and Conditions excludes or limits the liability of Caris for death or personal injury caused by Caris' gross negligence or fraud.
- 7.4 Maximum liability. Subject to paragraph 7.3, Caris' total aggregate liability for Services provided to Client shall be limited to the price paid by Client to Caris for Services provided by Caris to Client during the period of twelve months immediately preceding the date of the claim.
- 7.5 Sole remedy damages. Client's sole remedy in respect of any liability of Caris or its personnel shall be in monetary damages.
- 7.6 Client indemnification. Client undertakes to defend, indemnify and hold harmless Caris and its shareholders, affiliates, officers, directors, employees, and agents for, from and against any claim, loss, liability, cost and expense (including, without limitation, costs of investigation and reasonable attorney's fees) ("**Loss**"), directly or indirectly relating to, resulting from or arising out of any action or failure to act by Client arising out of Client's use of the Services; any costs incurred by Client in consequence of such use, advice or decisions except to the extent that such Loss is caused in part by Caris or its officers, directors, agents, representatives, employees, successors and assigns; or for breach of these Terms and Conditions by Client. This indemnification provision shall not apply to any loss attributable exclusively to the gross negligence or willful act or omission of Caris.
- 7.7 Continuation of indemnification. The indemnification obligations of Client pursuant to this paragraph 7 shall continue in full force and effect notwithstanding that Caris has

ceased to provide the Services to Client with respect to any such Loss which arises out of or is attributable to the provision of the Services.

7.8 SERVICES PROVIDED “AS IS”. OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ‘AS IS’ WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENTS, AND CARIS DISCLAIMS ANY AND ALL SUCH WARRANTIES. CARIS MAY DECLINE TO PROVIDE THE SERVICES ON A SPECIMEN RECEIVED FROM CLIENT THAT DOES NOT MEET CARIS’ REQUIREMENTS FOR TESTING. THIS LIMITATION AND EXCLUSION OF WARRANTIES SHALL SURVIVE CARIS CEASING TO PROVIDE SERVICES TO CLIENT.

7.9 EXCLUSION OF CONSEQUENTIAL LOSS. SUBJECT TO CLAUSE 7.3, CARIS SHALL NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING LOST PROFITS, LOST REVENUE OR SALES, LOSS OF USE, DIMINUTION OF GOODWILL, BUSINESS INTERRUPTION OR THE LIKE). THE LIMITATIONS AND EXCLUSIONS ON DAMAGES SET FORTH IN THIS PARAGRAPH 7.10 APPLY TO ANY LIABILITY AND REGARDLESS OF THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY WHICH MAY BE AVAILABLE TO CLIENT UNDER THESE TERMS AND CONDITIONS. THIS PARAGRAPH 7.10 SHALL SURVIVE CARIS CEASING TO PROVIDE SERVICES TO CLIENT.

8. Ownership and Intellectual Property

All materials, documents, data (other than personal data the rights to which are owned by the Client) software, information and/or inventions supplied to Client by or on behalf of Caris or created by either Party relating to the Services shall be and remain the sole and exclusive property of Caris. Client shall use such property only for the purposes contemplated by this Agreement and shall not use such property for, or disseminate such property to, any third Parties (except as may be expressly permitted by Caris in writing). Client shall deliver all such property to Caris immediately upon demand or upon Caris ceasing to provide the Services.

9. Confidentiality

Both Parties shall keep confidential for a period of ten (10) years from the date of the last Requisition Form signed by Client any confidential information (oral or written) provided or disclosed by or on behalf of the other. This paragraph shall not apply to any information which (a) at the time of disclosure is (or subsequently becomes) published or generally available to the public (other than as a breach of the receiving Party’s obligation under this clause); (b) at the time of disclosure was already in the possession of the receiving Party (other than under an obligation to the disclosing Party); (c) subsequently legally comes into their possession from another source; (d) was independently developed, or is required to be disclosed in order to comply with a legal requirement; (e) is required to be disclosed by order of a court or other public body that has jurisdiction over it.

10. Termination

- 10.3 Accrued rights. The termination of the provision of the Services shall be without prejudice to the rights and duties of either Party accrued prior to termination. The paragraphs in these Terms and Conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination. Client shall pay any amounts due to Caris in respect of any Services (or part thereof) supplied prior to termination, regardless of the reason for termination.
- 10.4 Performance of Services. In the event of termination of the provision of the Services, the Parties agree that, subject to payment of all amounts owed by Client to Caris, Caris will perform the Services on all specimens that have been shipped in good faith prior to termination. Any payment obligations accruing prior to the effective date of termination or with respect to specimens referred to in this Section 10.4 shall be payable by Client to Caris in accordance with paragraph 5.2.

11. Data Protection and Privacy

- 11.1 Compliance with data protection laws. In performing its respective obligations under any contract to which these Terms and Conditions apply, Client shall comply with its obligations where applicable under national legislation in each European Member State that implements the General Data Protection Regulation 2016/679 (the “GDPR”), the Swiss Federal Act on Data Protection 1992 (as amended) and any successor legislation thereto, or any other applicable data protection or privacy rule, law, or regulation in any relevant jurisdiction outside the United States (the “**Data Protection Laws**”).
- 11.2 Use of information by Caris. Caris may use information provided by the Client to contact the Client and appropriate persons within its organization about goods and services offered by Caris and Client certifies by submission of a Requisition that it has obtained any necessary consents to permit Caris to do so. Client may contact the EU Customer Service at +41 021 533 53 00 or EUcustomerservices@carisls.com any time if they do not wish to receive (or wish to amend or update) such information and, following receipt of such notification, Caris shall suppress (or amend or update) that person(s) details as requested for the purposes of future marketing. Persons within Client’s organization may obtain a copy of the personal information Caris holds about them by writing to Caris. Where legally allowed, Caris may require payment of a fee in order to respond to such requests.
- 11.3 Secondary Use of Anonymized Data by Caris. To the extent permitted under applicable Data Protection Laws, Caris may use data provided by the Client for the purposes of scientific research, generation of intellectual property, and/or subsequent publication provided that any personal data has been rendered anonymous and incapable of being used to identify any individual. Client, where required by Data Protection Laws, agrees that it has notified and obtained any necessary consent to allow Caris to use such anonymized data for the purposes stated herein.

12. General

- 12.1 Notices. Subject to paragraph 12.2, a notice under or in connection with a contract to which these Terms and Conditions apply shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and airmail if overseas) or by fax to the party due to receive the notice at its last known address or provided fax number. For Caris: to Caris Life Sciences, 750 West John Carpenter Freeway, Suite 800, Irving, Texas 75039 Attn: Legal Department.
- 12.2 Receipt of notices. Unless there is evidence that it was received earlier, a notice is deemed given (a) if delivered personally, when left at the address; (b) if sent by post, except airmail, two days after posting it; (c) if sent by airmail, six days after posting it; and (d) if sent by fax, on completion of its transmission.
- 12.3 Assignment. The Client shall not assign this Agreement or any part thereof without the written consent of Caris. Caris may assign the Agreement or any part thereof to any group member, affiliate or subsidiary of Caris or its successors. Caris shall be entitled to sub-contract the provision of all or any part of the Services. Any assignment by Client in violation of this Section 12.3 shall be deemed void.
- 12.4 Non-Discrimination. All services provided by Caris hereunder shall be in compliance with all federal and state laws prohibiting discrimination on the basis of race, color, religion, sex national origin, handicap, or veteran status
- 12.5 Entire Agreement. These Terms and Conditions and the referenced Requisition certifications constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede any and all other agreements, either oral or written, between the Parties (including, without limitation, any prior agreement between Caris and Client or any of its subsidiaries or affiliates) with respect to the provision of the Services.
- 12.6 Waiver. The failure of any Party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of such term, covenant, or condition, and the obligations of such Party with respect thereto shall continue in full force and effect
- 12.7 Disputes. Caris will investigate all Client complaints promptly and provide Client with a written response. Caris will ensure that procedures are in place regarding result recalls and replacement of laboratory reports. In case of disagreement regarding final laboratory results, Caris will systematically review all its internal Quality Controls and Quality Assurance procedures.
- 12.8 Governing Law. This Agreement shall be governed by the laws of England, and the Parties hereby submit to the exclusive jurisdiction of the English courts.
- 12.9 Enforceability/Severability. The provisions of these Terms and Conditions are severable and the invalidity or unenforceability of any term or provisions in any jurisdiction shall in

no way affect the validity or enforceability of any other terms or provisions in that jurisdiction, or of these Terms and Conditions.

- 12.10 Force Majeure. No Party to this Agreement will be liable for failure to perform any duty or obligation that such Party may have under these Terms and Conditions where such failure has been occasioned by any act of God, strike, inevitable accident, war or any cause outside the reasonable control of the Party who had the duty to perform.
- 12.11 Headings. The headings appearing in these Terms and Conditions are for convenience and reference only, and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.
- 12.12 Third Party Beneficiaries. Other than as provided for under any Data Protection Laws, the rights and obligations under these Terms and Conditions are intended to apply solely with respect to the Parties and their affiliates as applicable). Accordingly, no person other than the Parties may benefit from the rights of either Party under these Terms and Conditions.
- 12.13 Modifications. Client agrees that any modification, amendment or addendum to these Terms and Conditions shall be effective upon notice to Client in writing and/or when posted on Caris' website and such modification, amendment or addendum shall apply in respect of any Requisition provided by Client to Caris following the date of such notice or posting.
- 12.14 Relationship between the Parties. None of the provisions of these Terms and Conditions are intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of any contract entered into pursuant to these Terms and Conditions. Nothing in these Terms and Conditions shall be deemed to create any partnership, joint venture, legal association, or other operating relationship between the Parties other than as independent contractors.