

Illumina, Inc
5200 Illumina Way
San Diego CA 92122-4616
USA
Hereinafter referred to as "Illumina"

CUSTOMER INFORMATION

Company Name	Contra Costa Public Health Lab 2500 Alhambra Ave Rm 209 Martinez, California, USA 94553-3156
Account Number	4000014488
Contact	Stephanie Trammell 19253705775 stephanie.trammell@cchealth.org
Billing Entity	Contra Costa Public Health Lab
Ship To	Contra Costa Public Health Lab 2500 Alhambra Ave , Rm 209 Martinez , California , USA
Ultimate Consignee	Contra Costa Public Health Lab USA

HOW TO ORDER

Purchase this quotation on MyIllumina
<https://my.illumina.com/order-management/quotes/4709672>
Simply find the quote in your list or enter the quote number in the quote field and add to cart

Unable to complete this transaction? Provide your purchase order and a copy of the quotation to Customer Care at
customercare@illumina.com
Toll Free: +1.800.809.ILMN (4566)

Need to register? Create an account at my.illumina.com/welcome

Illumina Representative:

Gage Marquez
(858) 295-9091
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PRODUCT AND PRICING

Catalog Number	Item Description	List Price (USD)	Discount	Discounted Price (USD)	Units	Term (Year s)	Subtotal (USD)
20115695	MiSeq i100 Plus System The MiSeq i100 Plus System is a benchtop next generation sequencer that integrates sequencing, primary analysis and secondary analysis. The system includes embedded touchscreen monitor and on-instrument computer, control software, hardware accelerated Dragen Bio-IT secondary analysis pipelines and 12 months warranty (including parts and labor). The system can be installed by the customer, or an optional "Installed-by-Illumina" package can be purchased by the customer. Installation costs are not included in the instrument purchase price.	109,900.00	21,980.00 (20.00%)	87,920.00	1	0.00	87,920.00
20132562	MiSeq i100 Installation and System Training – Customer Site MiSeq i100 system installation by Illumina Support. Instructor-led training provided to familiarize users with Illumina sequencing technology and the MiSeq i100 system. This 1.5-day service covers installation and provides hands-on training in MiSeq i100 run set-up and operation and run monitoring. The pricing is for a max of four trainees and no reagents will be included.	7,089.00	354.45 (5.00%)	6,734.55	1	0.00	6,734.55
20132547	MiSeq i100 Plus Silver Support Plan Includes full coverage for parts, labor, and travel; Reagent replacement upon HW failures; 1 PM; Remote Technical Support 18x5; 2 business day on-site response target*; control SW and HW updates; on-site applications support; discounts on advanced training; remote monitoring available. This is the most popular full-	12,800.00	640.00 (5.00%)	12,160.00	1	1.00	12,160.00

	<p>service plan balancing performance, productivity, and cost to deliver confidence and peace of mind.</p> <p>Contract Term: 12.00 months</p> <p>Billing Frequency: In-Full Advance Invoicing</p>						
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20132547	<p>MiSeq i100 Plus Silver Support Plan</p> <p>Includes full coverage for parts, labor, and travel; Reagent replacement upon HW failures; 1 PM; Remote Technical Support 18x5; 2 business day on-site response target*; control SW and HW updates; on- site applications support; discounts on advanced training; remote monitoring available. This is the most popular full-service plan balancing performance, productivity, and cost to deliver confidence and peace of mind.</p> <p>Contract Term: 12.00 months</p> <p>Billing Frequency: In-Full Advance Invoicing</p>	12,800.00	640.00 (5.00%)	12,160.00	1	1.00	12,160.00
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Subtotal							143,294.55
Freight							3,077.20
Surcharge							8,823.92
Tax							9,923.17
Final Investment (USD)							165,118.84

Surcharge based on applicable 2025 tariffs.

Tax is an estimate and is subject to change upon invoicing based upon the appropriate tax regulations.

Inco Terms: DAP: Delivered At Place

Payment Terms: Net 30 Days

Catalog Number	Promotion Name	Promotion T&C
20115695	1. MSQLO Y3	<p>1. Illumina is pleased to offer the special pricing listed above contingent on the Customer meeting the following conditions of sale and all terms noted in the Post Pricing Message herein.</p> <p>CONDITIONS OF SALE: • Customer agrees to provide Illumina with a purchase order for all Products listed in this Quotation before the Expiration Date listed on page 1. The purchase order must reference this Quotation. • Customer must take delivery of all Products listed in this Quotation pursuant to the shipping terms set forth herein. • Customer agrees that this Quotation and any order placed in connection with this Quotation shall be governed by the Illumina Terms and Conditions of Sale – Research Use Products and Service Contract Terms and Limitations, attached hereto or otherwise referenced herein.</p> <p>REGION-SPECIFIC TERMS Notwithstanding the language above, for all orders containing products shipped and sold to Greater China (including Hong Kong, Macau and Taiwan), the following additional terms will apply:</p> <p>Illumina is pleased to offer the special pricing listed above for the MiSeq i100 Plus Sequencing System(s) (Catalog 20126565) contingent on the Buyer meeting both the conditions of sale below and any applicable regional additional conditions of sale described below. If all the conditions are not met, Buyer will not receive the benefit of the special discount listed above, and Illumina reserves the right to recover.</p>

因美纳很高兴为 MiSeq i100 Plus测序系统(目录号 20126565)提供上述优惠价格, 但买方必须同时满足下述销售条件和任何适用的区域附加销售条件。如果不满足所有条件, 买方将无法享受上述折扣, 对于因美纳已经提供但买方无权享受的折扣金额, 因美纳有权要求买方返还。

Greater China
大中华区

The following additional conditions of sale apply to Greater China (including Hong Kong, Macau and Taiwan), irrespective of the shipping destination of the products listed in this Quotation.
以下销售条件适用于大中华区(包含香港、澳门和台湾), 无论本报价所列产品的装运目的地是哪里。

- Buyer agrees to provide Illumina with a purchase order for all Products listed in this Quotation before the Expiration Date listed on page 1 and no later than June 30, 2025. The purchase order must reference this Quotation.

买方同意在第 1
页所列有效期之前且不晚于2025年6月30日向因美纳提交本报价单所列所有产品的采购订单。
采购订单必须引用本报价单。

- The special pricing set forth in this Quotation applies only to the purchase of the MiSeq i100 Plus product and only applies if the Buyer has previously purchased a MiSeq RUO (Catalog 15034551) or MiniSeq (Catalog 15073750) product from Illumina.

本报价单中规定的特殊价格仅适用于购买 MiSeq i100 Plus,
并且仅适用于曾经从因美纳购买过MiSeq RUO (目录号 15034551)或者MiniSeq (目录号15073750)设备的买方。

- Buyer agrees that a maximum number of one (1) unit MiSeq RUO or one (1) unit MiniSeq may qualify for the special pricing for one (1) unit of MiSeq i100 Plus.

买方同意一(1)台 MiSeq RUO 或者一(1)台MiniSeq最多可获得一(1)台购买MiSeq i100 Plus的特价额度。

- Illumina reserves the right to audit whether Buyer fulfills the conditions of the special pricing. Buyer shall provide all reasonable assistance to Illumina with respect to the audit.

因美纳保留审核买方是否满足特价条件的权利。买方应就审核向因美纳提供一切合理协助。

- Buyer agrees that this Quotation and any order placed in connection with this Quotation shall be governed by the Illumina Terms and Conditions of Sale attached hereto or otherwise referenced herein. In the event of any conflict between the terms contained in these ADDITIONAL CONDITIONS OF SALE and the terms and conditions found in this Quotation not a part of these ADDITIONAL CONDITIONS OF SALE, the terms and conditions found in these ADDITIONAL CONDITIONS OF SALE shall control.

买方同意, 本报价单和与本报价单相关的任何订单均受本报价单所附或本报价单中引用的因美纳销售条款和条件的管辖。如果这些附加销售条件中包含的条款与本报价单中其他的条款和条件(不属于这些附加销售条件的一部分)之间存在任何冲突, 则应以这些附加销售条件中的条款为准。

- The special pricing listed above is not to be combined with any additional discounts (except for Distributor standard discount).

上述特价不得与任何其他折扣同时使用(代理商标准折扣除外)。

SHIP SCHEDULE POLICY

In cases where this Quotation does not include a pre-defined ship schedule, the following ship hold terms shall apply:

- All orders requiring more than one delivery should have a defined ship schedule indicating quantity, product catalog numbers and shipment dates. Delay in providing a Ship Schedule may result in additional processing time.
- First ship date must be no later than three months from order placement date.
- The entire order must be shipped complete within 6 months of order placement, unless outlined by contract provisions.
- Amendments to the Ship Schedule should be requested at least 14 days prior to the scheduled shipment date. Note that country specific terms will take governance.
- Illumina may be able to accommodate requests for ship schedule modifications due to unforeseen circumstances to support our customers. Confirmation will be subject to approval and may impact lead time for delivery.
- Any exceptions to the Ship Schedule terms must be agreed to in writing by Illumina.
- If Customer cannot take shipment in accordance with these terms, Illumina reserves the right to cancel the order in its entirety or impose a fee for cancellation or shipment deferral.
- Illumina reserves the right to amend the lead time necessary to initiate the first shipment (which may be longer than the lead time quoted at the time of order placement).

Illumina does not supply plastics such as microplates or pipette tips for use in the listed assays and these are not included in the consumables pricing provided; however, as a result of the highly multiplexed nature of all assays, plastics alone contribute minimally to the final cost.

Terms & Conditions

The offer contained in this document is automatically revoked by Illumina if not executed by Customer and a purchase order received by Illumina before 5:00 pm (based on the location of the Illumina quoting entity) on the expiration date shown on page 1 of this Quotation. This Quotation and acceptance of the purchase order are also contingent upon successful completion of reviews by Illumina's Global Trade Compliance and Regulatory Affairs including, but not limited to, reviews of applicable medical device requirements, import and export controls, and economic sanctions laws and regulations. Illumina reserves the right to revoke the offer contained in this quotation or to cancel the order based on such reviews.

By this Quotation, Illumina conditionally offers to Customer the Illumina products and/or services described above subject to successful resolution of the mandatory screening process conducted by Illumina's Global Trade Compliance and Regulatory Affairs teams. The Customer agrees to not export/re-export/transfer (including in-country transfer) any Illumina products and/or services to or grant access (including, without limitation, cloud access or access to software, technology, or know-how), to any of the following:

- Entities or nationals of sanctioned countries or regions pursuant to applicable global export control regulations, export licensing of commodities or services intended for these countries is presumed denied. Re-export to these countries is prohibited; Customer may not proceed with any proposed transaction if it knows or has reason to know it would be contrary to applicable U.S. laws or regulations or the laws or regulations of other applicable countries or jurisdictions.
- Entities listed on any government denied party/person list across the globe.
- Any entities Customer knows or has reason to know are involved in designing, developing, manufacturing, or producing nuclear technology or nuclear, biological, or chemical weapons of mass destruction.

Please note that cloud access and/or download of software, technology, and/or know-how from these countries or regions is considered an export under U.S. export and applicable economic sanctions laws and regulations and is therefore prohibited.

Customer agrees to provide to Illumina a purchase order for all of the items listed in this Quotation prior to its expiration date with final details regarding the Customer company name, billing entity, ship-to, and ultimate consignee addresses, including specific contacts, building numbers, and e-mail information as these cannot be changed once the order is entered into Illumina's ERP system. The purchase order must reference this Quotation and match the purchase amount stated.

The terms and conditions attached hereto, as applicable to the specific product or service quoted (Terms and Conditions of Sale – Research Use Products and Service Contract Terms and Limitations), are the sole and exclusive agreement between Customer and Illumina with respect to the particular product or service.

For the avoidance of doubt, any terms and conditions applicable to “Test Specific Products” that have a specific intended use in such products’ documentation, as set forth in such terms and conditions, are applicable only to in vitro diagnostic products.

Additionally, notwithstanding the Illumina entity that is listed on the cover page of this Quotation, the parties understand and agree that in the event an Illumina affiliate provides products or services to Customer, such Illumina affiliate is the relevant quoting and contracting entity for such products or services under this Quotation and the relevant Terms and Conditions.

By submitting an order, Customer accepts and agrees that the Terms and Conditions of Sale – Research Use Products and Service Contract Terms and Limitations attached hereto constitute the sole and exclusive agreements between Customer and Illumina with respect to the products and/or services as described above and accepts all other terms of this quotation. NOTWITHSTANDING THE FOREGOING, IF ILLUMINA AND CUSTOMER HAVE ENTERED INTO A VALID AND ENFORCEABLE SIGNED AGREEMENT GOVERNING THE ILLUMINA PRODUCTS AND/OR SERVICES DESCRIBED ABOVE, THE ORDER OF PRECEDENCE BETWEEN THE AGREEMENT AND ATTACHED DOCUMENTS SHALL BE AS FOLLOWS: IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THE AGREEMENT AND THE ATTACHED DOCUMENTS, OR IF THE AGREEMENT INCLUDES ADDITIONAL TERMS NOT ADDRESSED IN THE ATTACHED DOCUMENTS, THE AGREEMENT SHALL GOVERN WITH RESPECT TO SUCH TERMS.

1. Definitions

“Collection Territory” means the Ship-To Country. **“Consumable(s)”** means Seller branded reagents and consumable items that are intended by Seller to be consumed through the use of Hardware. **“Documentation”** means Seller’s user manual, package insert, and similar technical documentation, for the Product in effect on the date that the Product ships from Seller. Documentation may be provided with the Product at time of shipment or provided electronically from Seller. **“Hardware”** means Seller branded instruments, accessories, or peripherals. **“Marketed Device”** means a medical device that is intended for use in the diagnosis of or screening for disease or other conditions that either: (a) requires pre-market approval, notification or clearance by the United States Food & Drug Administration (“FDA”) or listing with FDA (or similar listing or approval from the applicable regulatory agency of the Ship-To Country) before it may be used (collectively, **“Regulatory Approval”**), and received such Regulatory Approval for distribution to third parties; or (b) uses, as a component of any test for which it seeks Regulatory Approval, a Product that is a research use only assay standing on its own (i.e., includes both the sequencer and the applicable assay-specific test kit) or the assay-specific test kit. **Product(s)”** means the item(s) acquired hereunder. Products may be Hardware, Consumables, or Software. Software may be embedded in or installed on Hardware or provided separately. **“Purchaser”** means the person or entity acquiring the Product with the intent to use the Product, from (i) Seller or (ii) Seller’s authorized distributor or reseller. **“Seller”** means the Illumina entity selling the Product. The Seller is identified on the quotation, order acknowledgment or similar communication, or Seller website if the order is being placed electronically at Seller’s website. **“Software”** means Seller branded software made available on the Hardware acquired hereunder (e.g., Hardware operating software and related installers) or other Seller branded software provided by Seller and accessed or otherwise used by Purchaser. **“Specifications”** means Seller’s written technical specifications for the Product in effect on the date that the Product ships from Seller.

2. Rights to Products upon Purchase

Subject to these terms and conditions, Purchaser is granted only a non-exclusive, non-transferable, personal, right under Seller’s Core IP to use the Product in Purchaser’s facility in accordance with the Product’s Specifications and Documentation, specifically excluding the following **“Excluded Uses”**: any use that (a) is a use of the Product to perform non-invasive pre-natal testing, (b) is a use of the Product as, or as a component of, a Marketed Device, (c) is a use of the Product to perform testing of human samples and specimens collected from outside the Collection Territory, excluding testing for internal research (which includes research services provided to third parties), or (d) is a use of the Product (or information generated from the use of the Product) that is either prohibited by applicable law or regulation, or contrary to ethical guidelines promulgated by established national and international ethical bodies or is inconsistent with the principles set forth in Illumina’s Human Rights Policy (available at <https://www.illumina.com/content/dam/illumina-marketing/documents/company/human-rights-policy.pdf>). Additionally, Purchaser is granted a non-exclusive, non-transferable, personal, non- sublicensable license under Seller’s Core IP to install and use Software made available by Seller with the Product, solely in accordance with the Product’s Specifications and Documentation, specifically excluding the Excluded Uses; this license will terminate upon Purchaser’s failure to comply with these terms and conditions, or by Purchaser discontinuing use of the Software and destroying or removing all copies thereof. All Software, whether provided separately, installed on, or embedded in a Product, is licensed to Purchaser, not sold. Except as expressly stated in this Section no right or license under any intellectual property rights of Seller or Seller’s affiliates is or are granted, expressly, by implication, or by estoppel, to Purchaser, and any such rights are expressly reserved to Seller and its affiliates. Purchaser agrees that the contents of and methods of operation of the Product are proprietary to Seller and the Product contains or embodies trade secrets of Seller. **“Core IP”** means the intellectual property owned or controlled by Seller and Seller’s wholly-owned affiliates, as of the date the Product ships, that pertain to or cover aspects or features of the Product (or use thereof) that are common to the Product in all applications and all fields of use but does not include intellectual property that pertain to or cover aspects or features of the Product (and use thereof) only with regard to specific field(s) or specific application(s).

Purchaser is solely responsible for determining whether Purchaser has all intellectual property rights that are necessary for Purchaser’s intended uses of the Product.

3. Product Restrictions

The conditions and restrictions found in these terms and conditions are bargained for conditions of sale and therefore control the sale of and use of the Products by Purchaser.

- a. **Unauthorized Uses of Products.** Purchaser agrees: (i) to only use the Product in accordance with the Product’s Documentation and Specifications and not to, nor authorize any third party to, use the Products as described in any Excluded Uses, (ii) to use each Consumable only one time, (iii) to use only Seller Consumables with Seller Hardware, and (iv) to not use the Products in a manner that deprives any individual or group of individuals her, his, or their fundamental human rights. The limitations in (ii)-(iii) do not apply if the Documentation or Specifications for the Product expressly state otherwise. Purchaser and any user of the Products shall comply with this Section 3 and all internationally-recognized human rights standards and best practices. Purchaser shall notify Seller of any suspected or actual breach of this section, or of any disappearance, theft, or confiscation of Products promptly, but no later than 15 days following knowledge of the applicable incident.
- b. **Software License Restrictions.** Licenses to the Software are not transferable. Purchaser acknowledges that certain Software may be subject to additional terms and conditions including, without limitation, the terms and conditions found at <https://www.illumina.com/content/dam/illumina-marketing/documents/terms-conditions/united-states/illumina-software-subscription-agreement.pdf>. Purchaser may not use, copy, modify, create derivative works of, reverse engineer, decompile, disassemble, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare or otherwise transfer the Software, nor permit any other party to do any of the foregoing. Purchaser may not remove from the Software, or alter, any of the trademarks, trade names, logos, patent or copyright notices or markings, or add any other notices or markings to the Software. Purchaser may not (and may not attempt to) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms in the Software including without limitation any such mechanism used to restrict or control the functionality of the Software.
- c. **Third Party Code.** Purchaser acknowledges that certain Software may be subject to additional terms and conditions. To the extent third party code is included in Software and any term or condition of a third party license applicable to such third party code directly conflicts with the terms and conditions set forth herein, the applicable term(s) or condition(s) of that third party license will be applicable only to that third party code and only to the extent necessary to remove the conflict.

4. Regulatory

The Product is labeled “For Research Use Only. Not for use in diagnostic procedures” or with a similar labeling statement. Purchaser acknowledges that (i) the Product has not been approved, cleared, or licensed by the United States Food and Drug Administration or any other regulatory entity whether foreign or domestic for any specific intended use, whether research, commercial, diagnostic, or otherwise, and (ii) Purchaser must ensure it has any regulatory approvals that are necessary for Purchaser’s intended uses of the Product.

Illumina intends that its products be used only in a lawful and ethical manner. Purchaser agrees to comply with all applicable laws, regulations, and ethical guidelines promulgated by established national and international ethical bodies when using, maintaining, and disposing of the Product and the information generated from the use of the Product.

5. Limited Liability

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER OR ITS SUPPLIERS BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH, WITHOUT LIMITATION, THE SALE OF THE PRODUCT, ITS USE, SELLER’S PERFORMANCE OR ANY OF THESE TERMS AND CONDITIONS, HOWEVER ARISING OR CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE).

TO THE EXTENT PERMITTED BY LAW, SELLER’S TOTAL AND CUMULATIVE LIABILITY TO PURCHASER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION, THE PRODUCT (INCLUDING USE THEREOF) AND SELLER’S PERFORMANCE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT PAID TO SELLER FOR THE PARTICULAR PRODUCT CONTAINED IN THE PARTICULAR ORDER THAT DIRECTLY CAUSED THE LIABILITY.

6. Limitations on Warranties

TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO THE EXPRESS PRODUCT WARRANTY MADE IN THESE TERMS AND CONDITIONS SELLER MAKES NO (AND EXPRESSLY DISCLAIMS ALL) WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES NO CLAIM, REPRESENTATION, OR WARRANTY OF ANY KIND AS TO THE UTILITY OF THE PRODUCT FOR PURCHASER’S INTENDED USES.

7. Product Warranty

All warranties are personal to the Purchaser and may not be transferred or assigned to a third-party, including an affiliate of Purchaser. All warranties are facility specific and do not transfer if the Product is moved to another facility of Purchaser, unless Seller conducts such move. The warranties described in these terms and conditions exclude any stand-alone third party goods that may be acquired or used with the Products.

- a. **Warranty for Consumables.** Seller warrants that Consumables, other than custom Consumables, will conform to their Specifications until the later of (i) 3 months from the date of shipment from Seller, or (ii) any expiration date or the end of the shelf-life pre-printed on such Consumable by Seller, but in either event, no later than 12 months from the date of shipment. With respect to custom Consumables (i.e., Consumables made to specifications or designs made by Purchaser or provided to Seller by, or on behalf of, Purchaser), Seller only warrants that the custom Consumables will be made and tested in accordance with Seller’s standard manufacturing and quality control processes. Seller makes no warranty that custom Consumables will work as intended by Purchaser or for Purchaser’s intended uses.
- b. **Warranty for Hardware.** Seller warrants that Hardware, other than Upgraded Components, will conform to its Specifications for a period of 12 months after its shipment date from Seller unless the Hardware includes and requires Seller-provided installation in which case the warranty period begins on the date of installation or 30 days after the date the Hardware was delivered, whichever occurs first (“**Base Hardware Warranty**”). “**Upgraded Components**” means Seller provided components, modifications, or enhancements to Hardware provided pursuant to the Base Hardware Warranty. Seller warrants that Upgraded Components will conform to their Specifications for a period of 90 days from the date the Upgraded Components are provided by Seller. Upgraded Components do not extend the Base Hardware Warranty unless the upgrade was conducted by Seller at Seller’s facilities in which case the upgraded Hardware shipped to Purchaser comes with a new Base Hardware Warranty.
- c. **Exclusions from Warranty Coverage.** The foregoing warranties do not apply to the extent a non-conformance is due to (i) abuse, misuse, neglect, negligence, accident, improper storage, or use contrary to the Documentation or Specifications, (ii) use that is an Excluded Use, (iii) improper handling, installation, maintenance, or repair (other than if performed by Seller’s personnel), (iv) unauthorized alterations, (v) Force Majeure events, or (vi) use with a third party’s good (unless the Product’s Documentation or Specifications expressly state such third party’s good is for use with the Product).
- d. **Procedure for Warranty Coverage.** In order to be eligible for repair or replacement under this warranty Purchaser must (i) promptly contact Seller’s support department to report the non-conformance, (ii) cooperate with Seller in confirming or diagnosing the non-conformance, and (iii) return the Product, transportation charges prepaid to Seller following Seller’s instructions or, if agreed by Seller and Purchaser, grant Seller’s authorized repair personnel access to the Product in order to confirm the non-conformance and make repairs.
- e. **Sole Remedy under Warranty.** Seller will, at its option, repair or replace non-conforming Product that is covered by this warranty, provided that Seller can reasonably identify and confirm such nonconformance. The warranty period for repaired or replaced Consumables is 90 days from the date of shipment, or the remaining period on the original Consumables warranty, whichever is later. Hardware may be repaired or replaced with functionally equivalent, reconditioned, or new Hardware or components (if only a component of Hardware is non-conforming). If the Hardware is replaced in its entirety, the warranty period for the replacement is 90 days from the date of shipment or the remaining period on the original Hardware warranty, whichever is later. If only a component is being repaired or replaced, the warranty period for such component is 90 days from the date of shipment or the remaining period on the original Hardware warranty, whichever ends later. The preceding states Purchaser’s sole remedy and Seller’s sole obligations under the warranty.

8. Indemnification

- a. **Indemnification by Seller.** Subject to these terms and conditions, including without limitation, the Exclusions to Seller's Indemnification Obligations (Section 8(b) below), the Conditions to Indemnification Obligations (Section 8(d) below), Seller shall (i) defend, indemnify and hold harmless Purchaser against any third-party claim or action alleging that the Product when used in accordance with these terms and conditions infringes the valid and enforceable intellectual property rights of a third party, and (ii) pay all settlements entered into, and all final judgments and costs (including reasonable attorneys' fees) awarded against Purchaser in connection with such infringement claim. If the Product or any part thereof, becomes, or in Seller's opinion may become, the subject of an infringement claim, Seller shall have the right, at its option, to (A) procure for Purchaser the right to continue using the Product, (B) modify or replace the Product with a substantially equivalent non-infringing substitute, or (C) require the return of the Product and terminate the rights, license, and any other permissions provided to Purchaser with respect to the Product and refund to Purchaser the depreciated value (as shown in Purchaser's official records) of the returned Product at the time of such return; provided that, no refund will be given for used-up or expired Consumables. This Section states the entire liability of Seller for any infringement of third-party intellectual property rights.
- b. **Exclusions to Seller Indemnification Obligations.** For the avoidance of doubt, Seller has no obligation to defend, indemnify or hold harmless Purchaser for any infringement claim to the extent such infringement arises from: (i) use of the Product in any manner or for any Excluded Use, (ii) use of the Product in any manner not in accordance with the rights expressly granted to Purchaser under these terms and conditions, (iii) use of the Product in combination with any third party products, materials, or services (unless the Product's Documentation or Specifications expressly state such third party's good is for use with the Product), (iv) use of the Product to perform any assay or other process not supplied by Seller, (v) Seller's compliance with specifications or instructions for such Product furnished by, or on behalf of, Purchaser, or (vi) Purchaser's breach of any of these terms and conditions, (vii) use of stand-alone third party goods that may be acquired or used with the Products (each of (i) – (vii), is referred to as an “**Excluded Claim**”).
- c. **Indemnification by Purchaser.** Purchaser shall defend, indemnify and hold harmless Seller, its affiliates, their non-affiliate collaborators and development partners that contributed to the development of the Product, and their respective officers, directors, representatives and employees against any claims, liabilities, damages, fines, penalties, causes of action, and losses of any and every kind (including reasonable attorneys' fees), including without limitation, personal injury or death claims, and infringement of a third party's intellectual property rights, resulting from, relating to, or arising out of any Excluded Claim.
- d. **Conditions to Indemnification Obligations.** The parties' indemnification obligations are conditioned upon the party seeking indemnification (i) promptly notifying the other party in writing of such claim or action, (ii) giving the other party exclusive control and authority over the defense and settlement of such claim or action, (iii) not admitting infringement of any intellectual property right without prior written consent of the other party, (iv) not entering into any settlement or compromise of any such claim or action without the other party's prior written consent, and (v) providing reasonable assistance to the other party in the defense of the claim or action; provided that, the indemnifying party reimburses the indemnified party for its reasonable out-of-pocket expenses incurred in providing such assistance.

9. Payment Terms

Seller will invoice upon shipment. Subject to Seller's credit review of Purchaser (following which Seller shall inform Purchaser of applicable payment terms), all payments are due within 30 days of the date of the invoice except that payments in Japan are due within 60 days of the date of the invoice. Purchaser shall pay all invoiced amounts in the currency found on the invoice. If payment is made by wire or other electronic funds transfer, Purchaser is solely responsible for any bank or other fees charged, and will reimburse Seller for any such fees. If any payment is not made by the due date Seller may exercise all rights and remedies available by law. Purchaser shall pay for all costs (including reasonable attorneys' fees) incurred by Seller in connection with the collection of late payments. Each purchase order is a separate, independent transaction, and Purchaser has no right of set-off against other purchase orders or other transactions with Seller. Seller will determine payment terms on a per-order basis and may modify credit terms in its discretion. Any amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum amount allowed by law, if lower.

10. Shipping Terms; Title and Risk of Loss

Unless otherwise set forth in these terms or otherwise in writing by Seller or agreed in writing between the parties, all shipments are made DAP (Incoterms 2020) at the address designated by Purchaser at the time of ordering and Purchaser is responsible for freight and insurance which will be added to the invoice and paid by Purchaser, except that all shipments to member countries of the E.U. are made DDP (Incoterms 2020) at the address designated by Purchaser at the time of ordering. Title (except for Software and third-party software) and risk of loss transfers to Purchaser when Product is made available at such address; provided, however, if Purchaser requires shipment of Product by means of Purchaser's selected carrier, risk of loss transfers to Purchaser when the Product is delivered to Purchaser's selected carrier.

11. Taxes

Purchaser agrees that any applicable sales, use, excise, VAT (value added tax), GST (goods and services tax), withholding or other taxes will be calculated based on both the tax rates in effect on the date of shipment and the ship to address for the Product. Tax amounts listed on a quotation, if any, are for reference purposes only and are not binding on Seller. All prices and other amounts payable to Seller are exclusive of and are payable without deduction for any taxes, customs duties, tariffs or other charges to the extent claimed or imposed by any governmental authority in connection with the manufacture, sourcing, shipment or sale of the Product, all of which will be passed through to and paid by Purchaser. In the event Seller is required by law or regulation to pay any such tax, duty, tariff or other charge, such amount will be added to the purchase price of the Product and invoiced to and paid by the Purchaser. For Purchasers in New Zealand, Seller and Purchaser agree that subsection 8(4) of the Goods and Services Tax Act 1985, as may be amended, does not apply to the Products.

12. General

- a. **Applicability of Terms and Conditions.** These terms and conditions exclusively govern the ordering, purchase, supply, and use of Product, and override any conflicting, amending and/or additional terms contained in any purchase orders, invoices, or similar documents all of which are hereby rejected and are null and void. Seller's failure to object to any such terms shall not constitute a waiver by Seller, nor constitute acceptance by Seller of such terms and conditions. Third party products may be subject to additional terms and conditions.
- b. **Order Changes/Cancellations.** Orders for Products may not be changed or cancelled once placed.
- c. **Governing Law.** These terms and conditions, their interpretation, and the performance of the parties shall be governed by the laws of (i) the State of

California, U.S.A., if Purchaser is located in the United States, (ii) the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia, if Purchaser is located in Canada, or (iii) the laws of the country where the Seller entity is located, if Purchaser is not located in the United States or Canada. Seller and Purchaser agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these terms and conditions, including any terms in the Documentation.

- d. **Arbitration.** In Seller's sole discretion, any dispute, claim or controversy arising out of or relating to these terms and conditions, shall be determined by confidential binding arbitration conducted in the English language, under generally accepted arbitration rules and procedures in a venue to be determined by Seller. In all cases of arbitration each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrator's fees of arbitration; neither party nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless required by law; the decision of the arbitrator shall be final and binding on the parties, provided that, the arbitrator shall not have the authority to alter any explicit provision of these terms and conditions; judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- e. **Representations and Warranties.** Purchaser is not an authorized dealer, representative, reseller, or distributor of any of Seller's, or its affiliates', products or services. Purchaser represents and warrants that it (i) is not purchasing the Product on behalf of a third party, (ii) is not purchasing the Product in order to resell or distribute the Product to a third party, (iii) is not purchasing the Product in order to export the Product from the country into which Seller shipped the Product pursuant to the ship-to address designated by Purchaser at the time of ordering ("**Ship-To Country**"), and (iv) will not export the Product out of the Ship-To Country.
- f. **Remedies for Breach.** In addition to any remedies specified elsewhere under these terms and conditions, and any remedies available to Seller under law or in equity, in the event Purchaser breaches these terms and conditions, including without limitation Sections 2-4, Seller may do any, all, or any combination of the following: (i) cease performance, including without limitation, cease further shipments of Product, (ii) terminate the rights granted to Purchaser pursuant to Section 2 (Rights to Product Upon Purchase), (iii) terminate any service contracts then in effect for affected Product, (iv) terminate any remaining product warranty for the affected Product, or (v) require Purchaser to immediately pay any unpaid invoices.
- g. **Service Contracts.** If a Seller extended service contract for Hardware is being provided, then Seller's standard terms and conditions for such service contract shall exclusively govern such extended service contract.
- h. **Future Products.** Any future products and/or services ("**Unreleased Products**") are subject to new part numbers, pricing, and specifications and the acquisition of Product hereunder is not in reliance on the availability of any Unreleased Products.
- i. **Seller Affiliates.** Any actions or rights that may be performed or exercised by Seller may be performed or exercised by Seller itself or by any of its affiliates. By way of non-limiting example, Seller's affiliates may carry out shipment, servicing, invoicing and receipt of payment.
- j. **Force Majeure.** Seller is not responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God, fire, flood, tornado, earthquake, hurricane, lightning, government actions, actual or threatened acts of war, terrorism, civil disturbance or insurrection, sabotage, labor shortages or disputes, failure or delay in delivery by Seller's suppliers or subcontractors, transportation difficulties, shortage of energy, raw materials or equipment, or Purchaser's fault or negligence. In the event of any such delay the delivery date shall be deferred for a period equal to the time lost by reason of the delay.
- k. **Notices.** Any notice required or permitted shall be in writing and shall be deemed received when (i) delivered personally; (ii) 5 days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or 10 days for international mail); or (iii) 1 day after deposit with a commercial express courier that provides written verification of receipt.
- l. **Seller Information.** Seller may maintain and use a database of orders and account information pertaining to Purchaser for purposes of order processing, maintaining records, assisting with future orders of Purchaser, and compliance with applicable laws and regulations. Purchaser may not disclose any financial terms of this transaction to any third party without the prior written consent of the Seller, except as (and only to the extent) required by securities or other applicable law. Purchaser grants to Seller a non-exclusive, fully paid-up, royalty-free, worldwide, irrevocable, perpetual right and license, with the right to sublicense, to use and commercialize in any manner suggestions, ideas or comments provided by Purchaser to Seller related to the Products.
- m. **Export Compliance.** The Products, any related technology, or information provided to Purchaser may be subject to restrictions and controls imposed by United States export control laws and regulations and other countries' applicable export control laws and regulations. Notwithstanding anything to the contrary in these terms and conditions, Purchaser agrees not to export, re-export, transfer, distribute, release, or use the Products, any related technology, or information sold to Purchaser into, any country or to any person or entity, or in any manner, in violation of such controls or any other laws, rules or regulations of any country, state or jurisdiction.
- n. **Healthcare Law Compliance.** Purchaser acknowledges and agrees that as a healthcare company, Seller, and Seller's affiliates, may be required by applicable law and regulation ("**Healthcare Laws**") to disclose the existence of these terms and conditions, the terms herein including financial terms, and the subject matter (e.g., the U.S. Sunshine Act, and state and foreign equivalents). Seller agrees it, and its affiliates, will disclose the least amount of information as possible in order to comply with such Healthcare Laws.
- o. **Publicity.** Purchaser agrees that it shall not issue any press release or make any public statement regarding acquisition of the Products, without prior written approval from Seller, which approval shall not be unreasonably withheld or delayed.
- p. **Miscellaneous.** Except as expressly stated in these terms and conditions, no right or license under any of Seller, or Seller's affiliates, intellectual property rights is or are granted expressly, by implication, or by estoppel. All references to days mean calendar days unless specifically stated otherwise. Seller may cease performance (including cancellation of any order outstanding) immediately without liability to Purchaser if Purchaser becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors. These terms and conditions represent the entire agreement between the parties regarding the subject matter hereof and supersede all prior discussions, communications, agreements, and understandings of any kind between the parties. No amendment to these terms or waiver of any right, condition, or breach will be effective unless made in a writing signed by both parties. If any provision is held invalid or unenforceable, such provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties, and the remaining terms will continue in full force and effect. The failure of either party to exercise any right granted herein or to require any performance of any term or the waiver by either party of any breach shall not prevent a subsequent exercise or enforcement of, or be deemed a waiver of any subsequent breach of, the same or any other term. Nothing herein shall constitute or create a joint venture, partnership, or any other similar arrangement between the parties. There are no third party beneficiaries to these terms and conditions.



IN WITNESS WHEREOF, PURCHASER and SELLER have caused this Agreement to be executed by their duly authorized representatives as of the day and year last written below.

Purchaser Name:


Signature: _____

Printed Name: _____

Title: _____

Date: _____

Illumina, Inc.:

Signature: _____

Printed Name: Thomas Boyd

Title: Head of Region, Americas

Date: 6/3/2025

Service Contract Terms and Limitations

Illumina's Service Contracts are subject to the following terms, conditions, and limitations.

1. Definitions. “**Service Contract**” means, as applicable, the specific Seller Bronze, Silver, or Gold instrument service plan purchased by Purchaser, as identified and described in the Quotation. “**Covered Hardware**” means those portions of the Hardware that are covered by a Service Contract purchased by Purchaser hereunder. “**Current Specifications**” means Seller's written specifications for the Covered Hardware that apply to such Covered Hardware as provided in the Service Contract that is purchased hereunder, but only if the purchased Service Contract provides that the Covered Hardware will conform to current specifications rather than the Original Specifications. “**Purchaser**” means the person or entity acquiring the Service Contract from Seller. “**Documentation**” means Seller's user manual, package insert, and similar documentation, for the Covered Hardware in effect on the date that such Covered Hardware shipped from Seller. Documentation may have contained additional terms and conditions that are hereby incorporated herein by reference. Documentation may have been provided (including by reference to a website) with the Covered Hardware at time of shipment or provided electronically from Seller. “**EULA**” means the end user license agreement for Software. “**Facility**” means the physical address where Covered Hardware is located. “**Hardware**” means Seller branded instruments, accessories, or peripherals. “**Original Specifications**” means Seller's written specifications for the Covered Hardware in effect on the date that such Covered Hardware shipped from Seller. “**Original Terms**” means the Seller terms and conditions of sale in effect on the date the Covered Hardware was shipped from Seller setting forth the terms and conditions of Purchaser's purchase and use of such Covered Hardware, components thereof, and Software. “**Quotation**” means a written quotation provided by Seller to Purchaser for the Service Contract. “**Seller**” means the entity selling the Service Contract hereunder. The Selling entity is identified on the quotation, order acknowledgment or similar communication, or Seller website if the order is being placed electronically at Seller's website. “**Specifications**” means the Current Specifications or the Original Specifications, as applicable; provided that, Specifications shall in all cases refer to the Original Specifications unless otherwise set forth in the Service Contract. “**Site**” means the smallest definable room that contains the Covered Hardware. “**Software**” means Seller branded software provided by Seller with the Covered Hardware. All Software is licensed and not sold and may be subject to additional terms found in the Software's end user license agreement. “**Term**” means the length of the term of the Service Contract.

2. Term. All Service Contracts are for a period of 12 months, unless otherwise agreed to in writing by Seller or as set forth in the relevant Quotation. The effective date is as specified in the quotation.

3. Response Time and On-site Support. Seller will use commercially reasonable efforts to respond to Purchaser's requests for service within the time period specified in the Service Contract. All requests for service must be made through Seller's customer support organization (“**Purchaser Solutions**”). Please refer to Seller's website for Purchaser Solutions contact information. Seller reserves the right to provide service and support by any method in its sole discretion, including but not limited to, remote instruction via telephone, Internet or email, mailing to Purchaser replacement parts or test equipment, exchanging Purchaser's component equipment with loaner equipment while repairs are being made, and deploying service or applications personnel for on-site services. Other than installation and preventative maintenance visits, Seller shall determine in its sole discretion whether

and when any personnel or replacement parts or equipment are to be sent to Purchaser's site. Seller shall respond to Purchaser's request for support in accordance with the average response time specified in the Service Contract. Seller will provide a minimum number of on-site support visits as specified in the Service Contract if the Purchaser has identified a specific need that can be fulfilled by the visit and if the Purchaser has made reasonable accommodation for scheduling the visit. If no need is identified and the timing of any visit cannot be scheduled at a mutually-agreeable date and time, Seller may provide fewer visits than prescribed in the Service Contract.

4. Software Support. During the Term, Seller shall use commercially reasonable efforts to provide all Software updates and qualified Software upgrades in accordance with the terms of the Service Contract as such materials become commercially available for distribution. Purchaser's use of all Software, updates, and upgrades of Software shall be subject to this Agreement, the Original Terms, and the applicable EULA.

5. Hardware Support. During the Term, Seller shall use commercially reasonable efforts to install mandatory Hardware updates in accordance with the terms of the Service Contract as such materials become available for distribution. Whether a Hardware update is mandatory shall be determined by Seller in its sole discretion. Seller shall reschedule Hardware updates to coincide with preventive maintenance visits. If Purchaser requests that such Hardware updates occur at a time or date other than during preventive maintenance visits, Seller may, at its sole discretion, charge Purchaser for any costs and expenses incurred in connection with such Hardware update visit. All updated Hardware and components thereof and Purchaser's use of the same shall be subject to this Agreement and the Original Terms.

6. Hardware Repairs. Seller shall use commercially reasonable efforts to repair Covered Hardware reported by Purchaser and deemed inoperable by Seller's Purchaser Solutions personnel. Seller's sole obligation hereunder is to provide parts and labor according to the terms of the Service Contract and is limited to only repair or replacement of Seller branded parts originally provided by Seller to Purchaser. All repaired or replaced items and Purchaser's use of the Covered Hardware including the repaired or replaced components shall be subject to this Agreement and the Original Terms. For clarity, repaired or replaced items will be warranted to conform to the Specifications for 90 days from the date of installation or repair of such repaired or replaced item.

7. Documentation Updates. Seller shall use commercially reasonable efforts to provide updates to Documentation according to the terms of the Service Contract as they become available for distribution. Whether a Documentation update is mandatory shall be determined by Seller in its sole discretion. All updates to Documentation and Purchaser's use of the Documentation shall be subject to this Agreement and the Original Terms.

8. Replacement Parts. All replacement parts and components provided by Seller will be new or refurbished, in Seller's sole discretion, and shall be furnished on an exchange basis. All Hardware or components thereof or other parts removed for replacement shall become the property of Seller. All replaced parts and components and Purchaser's use of the Covered Hardware including the replaced parts and components shall be subject to this Agreement and the Original Terms. For clarity, repaired or replaced items will be warranted to

conform to the Specifications for 90 days from the date of installation or repair of such repaired or replaced item.

9. Loaner Hardware. Seller may choose to provide, in its sole discretion, loaner hardware or components to Purchaser to substitute for the Covered Hardware or a component thereof, while service is being provided. Seller will be responsible for all costs associated with the shipment of such loaner hardware or components to Purchaser's Site, exclusive of any taxes or duties, which are the sole responsibility of Purchaser. Loaner hardware or components shall be certified by Seller's Purchaser Solutions using the same criteria as used for new hardware or components. Loaner hardware or components shall remain the sole property of Seller, and must be returned within 30 days of Seller's request. Purchaser's use of loaner hardware or components shall be subject to Seller's current terms and conditions of sale that apply to such loaner hardware or component.

10. Preventative Maintenance Visits. Seller will provide a preventative maintenance on-site visit according to the terms of the Service Contract, which may result in two to three days of system down time to Purchaser. Seller shall cooperate with Purchaser to schedule such preventative maintenance visits at a time that is mutually convenient for both parties. All such preventative maintenance services will be provided by Seller designated service personnel. All travel, labor and parts/materials expenses associated with prescribed preventative maintenance visits, visits to service, repair or replace covered items, and applications support visits as provided for in the Service Contract are included in the price set forth for such Service Contract. Preventative maintenance services include testing and adjusting the Covered Hardware to the Specifications. If any preventative maintenance visit within the Term is precluded due to Purchaser's inability to provide a sufficient time period for such services and down time, Seller shall not be obligated to provide a substitute preventative maintenance visit. Seller shall not be liable for any economic, consequential, incidental, special or other damages or losses of any kind resulting from the down time during such preventative maintenance visits.

11. Purchaser Responsibilities.

- a. **Proper Use:** The performance of Covered Hardware when operated in corrosive environments, or in conditions, or in a manner, outside of the Specifications including Seller's site requirements found in the Documentation or not in accordance with its Documentation may have their performance adversely affected, and are therefore not guaranteed hereunder. The Purchaser agrees to use the Covered Hardware in a safe and reasonable manner pursuant to the Documentation and the Original Terms.
- b. **Access:** The Purchaser will provide Seller with access to the Covered Hardware along with adequate working space and facilities within a reasonable distance of the Covered Hardware. Access will also be provided to all information and facilities that are reasonably necessary for Seller to service the Covered Hardware.
- c. **Data Back-up and Security:** The Purchaser is responsible for maintaining a procedure to reconstruct any lost or altered files, data, or programs, as well as for the security of all confidential, proprietary, and classified information.
- d. **Networking:** The Purchaser is responsible for maintaining all computer networking as it relates to the integration of any components of the Covered Hardware outside of such system and within the Purchaser's network.
- e. **Representative:** A representative of Purchaser will be present on-site at all times service is being performed by Seller's designated service personnel.
- f. **Toxic/BioHazardous Substances:** The Purchaser will notify Seller in writing if any Covered Hardware is used for analysis of toxic, hazardous or dangerous substances. Such Covered Hardware must be decontaminated by Purchaser in accordance with Seller's decontamination procedures and Purchaser shall fax a completed and

executed Decontamination Certificate to Purchaser Solutions before any service may be performed on the Covered Hardware.

g. **Environment:** The Purchaser agrees to provide Seller's designated service personnel with a safe environment for their work.

h. **Disposal of Waste Products:** The Purchaser is responsible for the proper disposal of waste products that result from maintenance and service work on the Covered Hardware.

i. **Facilities:** The Purchaser is responsible for ensuring that the Site will adhere to Seller's site requirements found in the Documentation or Specifications. Any material deviation from Seller's site requirements affecting the proper functioning of the Covered Hardware shall relieve Seller of its obligations under this Agreement, including without limitation, under the Service Contract.

12. Exclusions and Restrictions. The terms of this Agreement cover maintenance and repair for conditions that result from normal use and operation as described in the Documentation for the Covered Hardware. Seller will not be obligated to perform maintenance or repair on any Covered Hardware which, in its reasonable judgment:

- a. Has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation other than installation performed by Seller authorized personnel, improper storage, improper handling, or use contrary to any instructions issued by Seller or has been used in any manner inconsistent with its Documentation;
- b. Has been repaired, altered, disassembled, reassembled, or damaged as a result of modifications made to the Covered Hardware that were not authorized in writing by Seller;
- c. Has been damaged by environmental conditions at the Site;
- d. Has not been installed, operated, repaired and maintained in accordance with its Documentation or has been damaged due to operators failing to perform standard operating procedures or routine maintenance as prescribed in the applicable Documentation;
- e. Has been moved from the Site by persons not expressly authorized in writing by Seller;
- f. Has been used with any third party software, hardware, or item including, without limitation, reagent which has not been previously approved in writing by Seller;
- g. Has been exposed to Bio-safety Level 3 or 4 agents (as defined by The Occupational Safety and Health Administration);
- h. Has been exposed to radioactivity, and has not been decontaminated to below exempt levels; or
- i. Has been damaged due to an act of Force Majeure as defined herein.

13. Services by Third Parties on Seller's Behalf. Seller reserves the right to retain or contract outside vendors of its choosing to provide service and support hereunder. In any instance where the terms and conditions of such vendor's service, support, and warranty agreement conflicts with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall govern; provided, however that any exclusions on coverage contained in an OEM vendor's terms and conditions shall remain in full force and effect.

14. Relocation of Hardware. All Service Contracts terminate automatically with immediate effect and without the need for notice to Purchaser if Covered Hardware is moved to a different Facility. Upon such termination, Seller will credit Purchaser's account with Seller an amount equal to the unused portion of the Service Contract; provided that, Purchaser pre-paid for the Service Contract in full. If Seller conducts the move of the Covered Hardware on Purchaser's behalf then Seller and Purchaser will enter into a new Service Contract for such Covered Hardware at the new Facility.

15. Export of Hardware. Purchaser agrees not to move or relocate Covered Hardware outside of the country to which Seller originally

shipped it without the expressly written authorization of an officer of Seller.

16. Recertification Requirement. Hardware not under an existing Service Contract is only eligible for a Service Contract if Seller has inspected the Hardware and its ancillary equipment and provided a written notice to Purchaser that the Hardware is eligible for a Service Contract (“**Recertification Requirement**”). Purchaser acknowledges that Hardware may have to be repaired, at Purchaser’s sole expense, prior to being eligible for a Service Contract. Accordingly, Seller recommends that Purchaser renew its existing Service Contracts prior to their expiration.

17. Renewal of Service Contract. If Purchaser renews the Service Contract on a piece of Covered Hardware prior to the expiration of the Service Contract Seller will waive the Recertification Requirement.

18. Early Termination of Service Contract. Purchaser or Seller may, in its sole discretion, terminate the Service Contract early by providing 30 days prior written notice to the other, except that Purchaser must provide 120 days prior written notice to Seller with respect to Service Contracts under which Illumina provides dedicated on-site support of Purchaser. Upon such termination, Seller will credit Purchaser’s account with Seller an amount equal to the unused portion of the Service Contract; provided that, Purchaser pre-paid for the Service Contract in full; and provided further that, the amount of such credit will be reduced by the amount of any discount Seller provided Purchaser as a result of Seller purchasing a multi-year Service Contract (“**Unearned Discount**”). In the event Purchaser’s Unearned Discount exceeds the amount of credit that Seller would provide under this provision, Seller will invoice Purchaser the difference and such invoice shall be paid within 30 days.

19. Non-Transferable. All Service Contracts are personal to the original Purchaser of the Covered Hardware and may not be transferred or assigned to any third party.

20. Force Majeure. Seller is not responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God, fire, flood, tornado, earthquake, hurricane, lightning, government actions, actual or threatened acts of war, terrorism, civil disturbance or insurrection, sabotage, labor shortages or disputes, failure or delay in delivery by Seller’s suppliers or subcontractors, transportation difficulties, shortage of energy, raw materials or equipment, or Purchaser’s fault or negligence. In the event of any such delay the delivery date shall be deferred for a period equal to the time lost by reason of the delay.

21. Unauthorized Activities. Purchaser agrees not to, nor authorize any third party to, engage in any of the following activities: (i) disassemble, reverse-engineer, reverse-compile, or reverse-assemble the Covered Hardware or an items provided hereunder (collectively “**Materials**”), (ii) separate, extract, or isolate components of the Materials or subject the Materials or components thereof to any analysis not expressly authorized in the Documentation, (iii) gain access to or attempt to determine the methods of operation of the Materials, or (iv) transfer to a third-party, or grant a sublicense to, any Software or any third-party software provided hereunder.

22. Limited Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER OR ITS SUPPLIERS BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH, WITHOUT LIMITATION, THE SALE OF THE COVERED HARDWARE OR SERVICE CONTRACT, THE USE OF THE COVERED HARDWARE, THE ITEMS AND SERVICES PROVIDED HEREUNDER, SELLER’S PERFORMANCE HEREUNDER OR ANY OF THESE TERMS AND CONDITIONS, HOWEVER ARISING OR CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE).

TO THE EXTENT PERMITTED BY LAW, SELLER’S TOTAL AND CUMULATIVE LIABILITY TO PURCHASER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION, THE COVERED HARDWARE OR ITEMS PROVIDED HEREUNDER (INCLUDING USE THEREOF), THE SERVICE CONTRACT, THE SERVICES PROVIDED HEREUNDER, AND SELLER’S PERFORMANCE HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT PAID TO SELLER FOR THE SERVICE CONTRACT AND BILLABLE SERVICES.


23. Limitations on Warranties. TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO THE EXPRESS WARRANTIES MADE IN THESE TERMS AND CONDITIONS SELLER MAKES NO (AND EXPRESSLY DISCLAIMS ALL) WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE COVERED HARDWARE, THE ITEMS PROVIDED HEREUNDER, THE SERVICE CONTRACTS, AND THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.

24. Indemnification. Notwithstanding paragraphs 22 and 23, Seller will defend, indemnify, save, and hold harmless Purchaser and its officers and employees from any and all claims, demands, losses costs, expenses, and liabilities, for any direct damages to the extent arising from or connected with Seller or Seller’s personnel’s negligence or willful misconduct in providing the services hereunder.

Signature Page Follows

IN WITNESS WHEREOF, PURCHASER and SELLER have caused this Agreement to be executed by their duly authorized representatives as of the day and year last written below.

Purchaser Name:
Signature: _____
Printed Name: _____
Title: _____
Date: _____

Illumina, Inc.
Signature:  _____
Printed Name: Thomas Boyd
Title: Head of Region, Americas
Date: 6/3/2025