



Altis Biosystems, Inc.

Services Terms and Conditions

1. Services

These Terms and Conditions govern the provision by Altis Biosystems, Inc. (“**Altis**”), to recipient (“**Client**”) of the services (“**Services**”), that together, as specified in an applicable Statement of Work (“**SOW**”) that is accepted by Supplier as evidenced by Supplier’s signature on such SOW (an “**Accepted SOW**”), constitute the entire “**Contract**” between Supplier and such Recipient for services covered thereby; provided that any inconsistency between the terms of an Accepted Purchase Order and these Terms shall be resolved in favor of these Terms.

Changes within the scope of the Services as set forth in the applicable Accepted SOW shall be made only in a writing executed by authorized representatives of both parties. Altis shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change is agreed upon by the parties in writing.

2. Payment for Services and Expenses

Client shall pay Altis for the Services in accordance with the terms set forth in the Accepted SOW . There shall be added to any charges payable by Client under this Agreement amounts equal to any and all applicable taxes, however designated, incurred as a result of or in connection with this Agreement or the Services, including but not limited to state and local privilege, excise, sales, and use taxes and any taxes or amounts in lieu thereof paid or payable by Altis, but excluding taxes based upon the net income of Altis.

Altis shall promptly invoice Client for all services, fees, expenses and reimbursements described in this Agreement unless otherwise agreed in the Accepted SOW . If Altis does not receive payment within forty-five (45) days after the invoice date, Altis may suspend its performance of the Services without liability to Client. Any disputes of invoices shall be made within fifteen (15) days of Client’s receipt of such invoice and shall detail the nature of the dispute, and the parties shall work in good faith to promptly resolve such dispute. Any undisputed amounts of invoices shall be paid in accordance with this Section 2. Any invoice not disputed within fifteen (15) days of Client’s receipt of such invoice shall be deemed accepted. Altis shall be reimbursed by Client for all reasonable project-related expenses incurred by Altis that are approved in advance by Client, including travel costs. Specific pass-through expenses will be reimbursed in accordance with the applicable SOW.

3. Proprietary Rights

Upon payment in full for the Services, Client shall own all rights to all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (a) patents and patent applications owned or licensable by a party hereto; (b) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (c) rights related to protection of trade secrets and confidential information; (d) trademarks, trade names, service marks and logos; (e) any right analogous to those set forth in clauses (a) through (d); and (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired (collectively, “**Intellectual Property**”) provided to Client by Altis in connection with its performance of the Services, including, but not limited to, any documentation, deliverables, information, inventions or other materials (the “**Work Product**”). Notwithstanding the foregoing, Altis may retain for its records one copy of the Work Product for the sole purpose of maintaining compliance with this Agreement.

Notwithstanding anything to the contrary in this Agreement, Altis retains ownership of all Intellectual Property owned, developed or otherwise acquired by Altis prior to the Effective Date or otherwise during the

term of this Agreement independent of the Services, including any developments or improvements to the foregoing conceived, reduced to practice, made or developed during the performance of the Services (the “**Altis Platform Technology**”).

Notwithstanding anything to the contrary in this Agreement, to the extent Client, alone or together with others, conceives, reduces to practice, makes or develops any developments or improvements to the Altis Platform Technology, alone or together with materials of Client, during, subsequent to or independent of the performance of the Services (collectively, “**Client Improvements**”), Altis shall own all right, title and interest in and to such Client Improvements. Client hereby agrees to assign and does assign any and all Client Improvements, whether patentable or not to Altis.

4. Term and Termination

The term of this Agreement shall commence on the date of the Accepted SOW and shall continue to govern until completion of such SOW. Either party may terminate this Agreement upon written notice if the other party has breached any of its material obligations under this Agreement, and (a) such breach has not been cured within 30 days after written notice of the breach, or (b) if a plan, reasonably acceptable to the non-breaching party, is not implemented to cure as soon as practicable after notice of the breach. In any such event, Client shall continue to be responsible for (A) any fees incurred by Altis prior to the effective date of termination, (B) fees incurred by Altis with respect to wind-down services, and (C) non-cancellable expenses committed to prior to the effective date of termination.

5. Independent Contractor

In making and performing this Agreement, the parties are and shall be at all times independent contractors, and at no time shall either party make any commitments or incur any charges or expenses in the name of the other party. Altis shall be responsible for all compensation, fees and taxes applicable to its employees and subcontractors, if any. Nothing herein shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.

6. Altis Warranty

Altis warrants, for a period of thirty (30) days, that the Services will be performed in a professional and workmanlike manner substantially in accordance with the applicable Accepted SOW. Client shall promptly notify Altis of any known warranty claims and shall cooperate in the investigation of such claims. If the Services are confirmed by Altis in its reasonable discretion to not conform with the foregoing warranty during the applicable warranty period, as Client’s sole remedy, Altis will re-perform any work not in compliance with this warranty. **THE PRECEDING WARRANTY IS ALTIS’ SOLE AND EXCLUSIVE WARRANTY CONCERNING THE SERVICES AND ANY WORK PRODUCT, AND ALTIS DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, MERCHANTABILITY, OR OTHERWISE.**

7. Client Warranty

Client warrants that it has obtained or will obtain prior to Altis’ commencement of the Services any and all authorizations, permits, licenses and consents required in order for Altis to perform the Services, including but not limited to consents from third parties, as applicable.

8. Liability

Altis’ liability (whether in contract, tort, negligence, strict liability in tort, or by statute or otherwise) to Client or to any third party concerning performance or non-performance by Altis, or in any manner related to this Agreement, for any and all claims shall be limited to direct damages only not exceed the amount paid in fees by Client to Altis under the applicable Accepted SOW giving rise to the claim.

In no event shall either party be liable to the other for any form of indirect, special, consequential, incidental or punitive loss, damage or expenses with respect to this Agreement or its subject matter (including but not

limited to lost profits, savings, data, or the cost of recreating lost data), whether based on breach of contract, tort (including negligence), or otherwise, even if it has been advised of their possible existence. Any action by either party must be brought within one year after the cause of action arose. The allocations of liability in this paragraph represent the agreed and bargained-for understanding of the parties and Altis's compensation for the Services reflects such allocations.

9. Confidentiality

In connection with the Services, Altis and Client may find it necessary or desirable to disclose (the "**Disclosing Party**") to the other party (the "**Receiving Party**") certain of their respective proprietary and confidential information, including, without limitation, any trade secrets, technology, information pertaining to business operations and strategies, customers, pricing, and marketing, marketing, finances, sourcing, personnel or operations of Client, its affiliates or their suppliers or customers, in each case whether spoken, printed, electronic or in any other form or medium (collectively, the "**Confidential Information**"). Any Confidential Information that Altis develops in connection with the Services, including but not limited to any Work Product, shall be subject to the terms and conditions of this Section 9. Any Confidential Information that Altis shares or discloses with third parties in connection with this Agreement shall be subject to the terms and conditions of this Section 9. The Receiving Party agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Disclosing Party in each instance, and not to use any Confidential Information for any purpose except as required in connection with the Services. The Receiving Party shall notify the Disclosing Party immediately in the event the Receiving Party becomes aware of any loss or disclosure of any Confidential Information.

(a) The Receiving Party agrees that it shall be responsible for any breach of the confidentiality obligations of this Agreement by the Receiving Party and its permitted representatives, and that it shall indemnify and hold harmless the Disclosing Party for any losses, liabilities or damages suffered by it as a result of any such breach.

(b) The Receiving Party's obligations under this Agreement shall not apply to: (i) information that at the time of disclosure was in the public domain or subsequently becomes a part of the public domain through no breach of this Agreement; (ii) information that the Receiving Party rightfully had in its possession at the time of disclosure by or on behalf of the Disclosing Party, as established by written documentation in existence at that time, and that was not acquired directly or indirectly from Client; or (iii) information that the Receiving Party subsequently obtains from a third party who owes no obligation of confidentiality or nondisclosure to Client.

(c) Should the Receiving Party become legally compelled to disclose any portion of the Confidential Information in connection with a lawsuit or other proceeding, the Receiving Party shall: (i) give the Disclosing Party prompt notice of that fact, including in its notice the legal basis for the required disclosure and the nature of the Confidential Information that must be disclosed; (ii) cooperate fully with the Disclosing Party to obtain a protective order or other appropriate protection relating to the disclosure and subsequent use of the Confidential Information; and (iii) disclose only that portion of the Confidential Information that is legally required to be disclosed and shall use its best efforts to obtain reliable assurance that confidential treatment shall be accorded the Confidential Information.

10. Indemnification

Client shall indemnify, defend and hold harmless Altis, its affiliates, and its and their respective directors, managers, officers, employees, and agents ("**Indemnitees**") from and against all claims and resulting liabilities, losses, damages, costs and expenses of every kind, including reasonable attorneys' fees (collectively "**Claims**") initiated by or on behalf of third parties to the extent arising out of or in connection with (a) Client's use of the Services or the results thereof; or (ii) Client's breach of any of its obligations, warranties or representations under this Agreement; or (iii) Client's fraud, negligence or willful misconduct, except to the extent the Claim is caused by Altis' breach of this Agreement Contract or Altis' fraud, negligence or willful misconduct. Client shall not settle any Claim without Altis' prior written consent.

11. Miscellaneous

Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign this Agreement without the other's consent in the case of a reorganization, merger, consolidation, or sale of all or substantially all of its assets. Any notice required for or permitted by this Agreement shall be in writing and shall be sent to the signatory below at the address in the preamble above.

This Agreement will be governed and construed in accordance with North Carolina law, without regard to conflict of law principles, and shall be treated as if the entire transaction was entered into in the State of North Carolina. The state and federal courts in Wake County and Durham County, North Carolina shall have sole and exclusive jurisdiction over any disputes between the parties. Each party hereby submits to personal jurisdiction in Wake County and Durham County, NC.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and governs any other prior or collateral agreements (including without limitation, any warranties) with respect to the subject matter hereof. If any provision of this Agreement is held or made invalid or unenforceable for any reason, such invalidity shall not affect the remainder of this Agreement, and the invalid or unenforceable provisions shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable comes closest to the original intentions of the parties hereto and has similar economic effect.

Altis shall not be liable for failure to perform, or the delay in performance of, any of its obligations under this Agreement if, and to the extent, that such failure or delay is caused by events beyond its reasonable control, including, but not limited to, acts of the public enemy or governmental body in its sovereign or contractual capacity, war, fire, floods, storm, labor disturbances, epidemic, or failure of suppliers, public utilities or common carriers. If so affected, Altis shall use commercially reasonable efforts to avoid or remove such causes of non-performance or delay.