

SCIENION US, Inc.

General Terms and Conditions of Sale--Research Use Products

Unless otherwise specifically agreed to in writing by Seller, these General Terms and Conditions of Sale shall apply to any and all orders placed by Purchaser for Products of Seller.

1. Definitions. Terms used herein with initial capital letters shall have the respective meanings set forth as follows in this section. Definitions are also included in other sections, and are indicated by the enclosing of a word or phrase within quotation marks. "**Consumable(s)**" means reagents and consumable items that bear Seller's brand and that are intended by Seller for use with, and are to be consumed through the use of, Hardware. "**Documentation**" means Seller's user manual, package insert, and similar documentation, for the Product in effect on the date that the Product ships. Documentation may contain additional terms and conditions. Documentation may be provided (including by reference to a website) with the Product at time of shipment or provided electronically from Seller. "**Hardware**" means instruments, accessories, or peripherals that bear Seller's brand. "**Product(s)**" means the item(s) that are the subject of any orders placed by Purchaser to Seller. 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 placing an order for any Product(s) hereunder. "**Seller**" means Scienion US, Inc., or any Affiliate thereof. In general, the Seller will be identified on any quotation, order acknowledgment, or similar communication, or on Seller's website, if the order is being placed electronically at Seller's website. "**Affiliate**" means, with respect to a Party, any entity that Controls, is Controlled by, or is under common Control with such Party. For clarity, Scienion AG (Berlin, Germany) and Cellenion SAS (Lyon, France) are Affiliates of Scienion US, Inc. "**Software**" means software (e.g., Hardware operating software, data analysis software) provided on media bearing Seller's brand or included with any Product bearing Seller's brand. Nothing in these General Terms and Conditions of Sale shall be construed as a sale of any Software. Any and all Software provided to Purchaser hereunder is licensed to Purchaser and not sold, and may be subject to additional terms and conditions set forth in the Software's end user license agreement. "**Specifications**" means Seller's written specifications for the Product in effect on the date that the Product ships from Seller. "**Agreement**" means these General Terms and Conditions of Sale, any additional terms and conditions set forth in any Documentation or end user license agreement(s), Seller's quotation (if any), and Seller's acknowledgement of any order of Purchaser. Any of Buyer's proposed terms or conditions that are different from or in addition to those contained in the Agreement are hereby objected to by Seller and shall be of no effect unless specifically agreed to in writing by Seller and expressly incorporated into the Agreement. If a contract is not earlier formed by mutual agreement in writing, acceptance by Purchaser of any Product(s) furnished by Seller pursuant hereto shall be deemed Buyer's assent to all of the terms and conditions of the Agreement.

2. Rights to Products upon Purchase. Subject to these General Terms and Conditions of Sale, Seller hereby grants to Purchaser a non-exclusive, non-transferable, personal, non-sub-licensable right under the Core IP to use the Product(s) only in Purchaser's facility and only for Purchaser's Research Use. Unless expressly agreed to by Seller in writing, nothing in the Agreement shall be construed as providing to Purchaser any other rights, either express or implied, under the Core IP, or any rights at all, either express or implied, under the Application Specific IP. "**Research Use**" means use for internal research (which includes research services provided to third parties), **specifically excluding any use that:** (a) is not in accordance with the Product's Specifications or Documentation, (b) requires a grant of rights or a license to the Application Specific IP, (c) is a re-

use of a previously used Consumable, (d) is the disassembling, reverse-engineering, reverse-compiling, or reverse-assembling of any Product, (e) is the separation, extraction, or isolation of components of the Product or other unauthorized analysis of the Product, (f) gains access to or determines the methods of operation of the Product, (g) is the use of any reagent or consumable not provided by Seller with Seller's Hardware (unless otherwise expressly set forth in any Specifications or Documentation), (h) is the transfer to a third party of, or sub-licensing of, Software or any third-party software, or (i) is a clinical, diagnostic, or other non-research use of the Product. All Software, whether provided separately, installed on, or embedded in a Product, is licensed to Purchaser according to these terms, and is not sold. Purchaser agrees that the first sentence of this Section is designed to and does alter the effect of the exhaustion of patent rights that would otherwise result if the sale were made without restriction. Except as expressly set forth in this Section 2, no right or license under any of Seller's Intellectual Property is or are granted, expressly, by implication, or by estoppel, to Purchaser hereunder. **"Intellectual Property"** means inventions, patents, patent applications, patent disclosures, innovations, improvements, formulae, materials, compositions, original works of authorship, software, databases, developments, concepts, methods, trade secrets, designs, analyses, drawings, reports, and all similar or related information or developments (whether or not patentable or registrable under copyright, trademark, trade secret, or similar laws) and all intellectual property rights and similar rights therein under any jurisdiction in the world. **"Application Specific IP"** means all Intellectual Property owned by or licensed to (and sublicensable by) Seller that pertains to or covers aspects or features of the Product (and use thereof) only with regard to specific field(s) or specific application(s). Application Specific IP excludes all Core IP. **"Core IP"** means all Intellectual Property owned by or licensed to (and sublicensable by) Seller, as of the date the Product ships, that pertains to or covers aspects or features of the Product (or use thereof) that are common to the Product in all applications and all fields of use. Application Specific IP and Core IP are separate, non-overlapping, subsets of all Intellectual Property owned by or licensed to Seller. By way of non-limiting example, Seller's Intellectual Property pertaining to non-invasive pre-natal testing, for specific diagnostic methods, for specific forensic methods, or for specific nucleic acid biomarkers, sequences, or combinations of biomarkers or sequences are examples of Application Specific IP. Purchaser agrees that: (i) Purchaser's use of Product in any manner or for any purpose other than Research Use is a breach of the Agreement; (ii) actual knowledge by Seller that Purchaser is using Product in any manner or for any purpose other than Research Use does not (A) waive or otherwise limit any rights that Seller may have as a result of such use of the Product, including without limitation, any rights or remedies available under these General Terms and Conditions of Sale, and any rights or remedies available at law or in equity, or (B) grant Purchaser a license to any Intellectual Property owned or controlled by Seller, whether by implication, estoppel, or otherwise with respect to such use of the Product; and (iii) any trade usage, and any course of performance or course of dealing between Seller and Purchaser, will not be used to interpret these General Terms and Conditions of Sale, and any other provisions constituting the Agreement, including without limitation, the scope of the Research Use rights for Product conferred under this Section.

Purchaser is solely responsible for determining whether Purchaser has all intellectual property rights that are necessary for Purchaser's intended use(s) of the Product, including without limitation, any rights from third parties or rights from Seller, or Seller's affiliates, to Application Specific IP. Seller makes no guarantee or warranty that Purchaser's specific intended use(s) will not infringe the intellectual property rights of a third party or the Application Specific IP of Seller or Seller's affiliates.

3. Unauthorized Uses of Products. Purchaser agrees: (a) to use each Consumable only one time, and (b) to use only Seller's consumables or reagents with Hardware provided by Seller hereunder. The limitations in (a)-(b) of this Section 3 do not apply if the Documentation or

Specifications for the Product state otherwise. 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 Product, (ii) separate, extract, or isolate components of the Product or subject the Product or components thereof to any analysis not expressly authorized in the Product's Documentation, (iii) gain access to or attempt to determine the methods of operation of the Product, or (iv) transfer to a third party, or grant a sublicense to, any Software or any third-party software. Purchaser further 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. The conditions and restrictions found in these General Terms and Conditions of Sale are bargained for conditions of sale and therefore control the sale of and use of the Products by Purchaser, unless otherwise expressly agreed to in writing by Seller.

4. Regulatory. The Product is labeled For Research Use Only. Purchaser acknowledges that (i) the Product has not been approved for, cleared for, 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 use(s) of the Product. Purchaser further agrees to comply with all applicable laws and regulations when using, maintaining, and disposing of 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 HEREUNDER OR ANY OF THESE GENERAL TERMS AND CONDITIONS OF SALE, 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 GENERAL TERMS AND CONDITIONS OF SALE, INCLUDING WITHOUT LIMITATION, THE PRODUCT (INCLUDING USE THEREOF) AND SELLER'S PERFORMANCE HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID TO SELLER FOR THE PRODUCT.

6. Limitations on Warranties. TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO THE EXPRESS PRODUCT WARRANTY MADE IN THESE GENERAL TERMS AND CONDITIONS OF SALE, 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 OF ANY INTELLECTUAL PROPERTY RIGHTS, 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 USE(S).

7. Product Warranty. All warranties are personal to the Purchaser and may not be transferred or assigned to a third party, including any Affiliate of Purchaser. All warranties are specific to Purchaser's facility set forth in the Agreement, and do not apply if the Product is moved to another facility of Purchaser, unless Seller conducts such a move.

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, and (ii) any expiration date or the end of the shelf-life pre-printed on such Consumable by Seller, but in no event 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 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 that was previously acquired by Purchaser from Seller. Seller warrants that Upgraded Components will conform to their Specifications for a period of 90 days from the date the Upgraded Components are installed. Upgraded Components do not extend the warranty for the Hardware unless the upgrade was conducted by Seller at Seller's facilities, in which case the upgraded Hardware (i.e., Hardware including Upgraded Components installed by Seller at Seller's facilities) shipped to Purchaser comes with a Base Hardware Warranty, according to the terms set forth above.

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) improper handling, installation, maintenance, or repair (other than if performed by Seller's personnel), (iii) unauthorized alterations, (iv) force majeure events, as set forth in Section 12(k), or (v) use with a third party's goods not provided by Seller (unless the Product's Documentation or Specifications expressly state such third party's goods are 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 it confirms is covered by the warranty expressly set forth in this Section 7. Repaired or replaced Consumables come with a 90-day warranty. 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 sets forth Purchaser's sole remedy and Seller's sole obligations under the warranty provided hereunder.

f. Third-Party Goods and Warranty. Purchaser agrees that Seller has no warranty obligations with respect to any goods originating from a third party and supplied to Purchaser hereunder. Third-party goods are those that are labeled or branded with a third party's name. The warranty for third-party goods, if any, is provided by the original manufacturer. Upon written request, Seller will attempt to pass through any such warranty to Purchaser.

8. Indemnification.

a. Infringement Indemnification by Seller. Subject to these General Terms and Conditions of Sale, including without limitation, the exclusions set forth in Section 8(b) below, the conditions set forth in 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 for Research Use, in accordance with these General Terms and Conditions of Sale, and in accordance with the Product's Documentation and Specifications, infringes the valid and enforceable intellectual property rights of a third party, but only insofar as such third-party intellectual property rights pertain to or covers aspects or features of the Product (or use thereof) that are common to the Product in all applications and all fields of use, and (ii) pay all authorized 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, however, that, no refund will be given for used-up or expired Consumables. This Section 8 states the entire liability of Seller for any infringement of third-party intellectual property rights.

b. Exclusions to Seller Indemnification Obligations. Seller has no obligation to defend, indemnify or hold harmless Purchaser for any infringement claim, to the extent such infringement arises from: (i) the use of the Product in any manner or for any purpose other than Research Use, (ii) the use of the Product in any manner not in accordance with its Specifications, its Documentation, or the rights expressly granted to Purchaser under these General Terms and Conditions of Sale, (iii) the use of the Product in combination with any other products, materials, or services not supplied by Seller, (iv) the 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, (vi) Purchaser's breach of any of these General Terms and Conditions of Sale or other provisions of the Agreement, or (vii) the use of the Products in any manner or for any purpose that requires rights to any Intellectual Property of Seller or its Affiliates not licensed to or sublicensed to Purchaser hereunder or to any third-party intellectual property pertaining to or covering aspects or features of the Product (and use thereof) with regard to specific field(s) or specific application(s). (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, its or 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 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 (i) Purchaser's breach of any of these General Terms and Conditions of Sale or other provisions of the Agreement, (ii) Purchaser's use of the Product in any manner or for any purpose other than Research Use, (iii) any use of the Product not in accordance with the Product's Specifications or Documentation, or (iv) 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, however, that, the party reimburses the indemnified party for its reasonable out-of-pocket expenses incurred in providing such assistance.

e. Third-Party Goods and Indemnification. Seller has no indemnification obligations with respect to any goods originating from a third party and supplied to Purchaser. Third-party goods are those that are labeled or branded with a third party's name. Purchaser's indemnification rights, if any, with respect to third-party goods shall be pursuant to the original manufacturer's or third-party supplier's indemnity. Upon written request, Seller will attempt to pass through such indemnity, if any, to Purchaser.

9. Payment Terms. Seller will invoice Purchaser upon shipment of any Product. 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. All amounts due shall be paid in the currency found on the invoice. If any payment is not made by the due date, Seller may exercise all rights and remedies available by law, including without limitation, suspending performance. 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 writing by Seller or otherwise agreed between the parties, all shipments are made ExWorks Berlin, Germany (Incoterms 2010) or at the address designated by Seller at the time of ordering, and Purchaser is responsible for freight and insurance which will be added to the invoice and paid by Purchaser. In all cases, title (except for Software and third-party software) and risk of loss transfers to Purchaser when Product is made available for shipment at such address.

11. Taxes. Purchaser agrees that any applicable sales, use, excise, VAT (value added tax), GST (goods and services tax), withholding and 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. Any amounts for tax 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 hereunder are exclusive of and are payable without deduction for any taxes, customs, duties, tariffs or charges hereafter claimed or imposed by any governmental authority upon the sale or provision of any Product, all of which will be paid by Purchaser. In the event Seller is required by law or regulation to pay any such tax, duty or charge, such amount will be added to the purchase price or subsequently invoiced to the Purchaser.

12. General.

a. Applicability of General Terms and Conditions of Sale. These General Terms and Conditions of Sale, together with any additional terms set forth in the Documentation, any end user license agreement, Seller's quote (if any), and Seller's acknowledgement of any order of Purchaser, exclusively govern the ordering, purchase, supply, and use of Product. The provisions of these

General Terms and Conditions of Sale will 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, unless Seller expressly acknowledges in writing that such conflicting, amending and/or additional terms are intended by Seller to amend these General Terms and Conditions of Sale. Seller's failure to object to any such conflicting, amending and/or additional terms shall not constitute a waiver by Seller, nor constitute acceptance by Seller of such terms and conditions.

b. Governing Law. These General Terms and Conditions of Sale and all provisions constituting the Agreement, their interpretation, and the performance of the parties shall be governed by: (i) the laws of Germany, if Purchaser is located in North or South America; (ii) the laws of England and Wales, if Purchaser is located in Europe, the Middle East, or Africa; and (iii) the laws of the Republic of Singapore, if Purchaser is located in Asia (excluding the Middle East), Australia, the South Pacific region, or anywhere not covered by (i) or (ii) of this Section 12(b). Seller and Purchaser agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these General Terms and Conditions of Sale, or to any other provisions constituting the Agreement.

c. Arbitration. In Seller's sole discretion, any dispute, claim or controversy arising out of or relating to the breach, termination, enforcement, interpretation or validity of these General Terms and Conditions of Sale and of any other provisions constituting the Agreement, shall be determined by confidential binding arbitration administered by the International Chamber of Commerce, conducted in the English language, and to be held in Berlin, Germany, before one arbitrator who has at least 10 years of experience in handling disputes similar to the dispute to be arbitrated hereunder, and otherwise according to the Rules of Arbitration of the International Chamber of Commerce. In all cases of arbitration hereunder 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 General Terms and Conditions of Sale or any other provision constituting the Agreement; 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. Notwithstanding anything herein to the contrary, any claims or causes of action involving infringement, validity, or enforceability of a party's or its affiliate's intellectual property rights are not subject to this arbitration clause.

d. Order changes/Cancellation. Orders for Products may not be changed or cancelled once placed. If Purchaser cancels an order, Purchaser forfeits to Seller any deposit paid related to such order. In the event of cancellation of any part of a purchase order, Seller will charge the Purchaser a cancellation fee depending on the build and procurement status of the order. Seller will apply any Purchaser deposits or advance payments previously received to the cancellation fee. Cancellation billings will fully reimburse Seller for all costs incurred for procurement, manufacture, testing, engineering, installation, and sales and administration, and will include reasonable profits. In the event that any Product(s) subject to an order have been shipped to Purchaser, Seller will not accept cancellation of the order and payment for the order will be due in full.

e. Purchaser Agreements. Purchaser acknowledges that it is not an authorized dealer, representative, reseller, or distributor of any of Seller, Seller's Affiliates, or its or their products or services. Purchaser agrees, 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 to which Seller shipped the Product pursuant to the ship-to address designated by Purchaser at the time of ordering, and (iv) will not export the Product out of the country to which Seller shipped the Product pursuant to the ship-to address designated by Purchaser at the time of ordering .

f. Purchaser's Breach. In addition to any remedies available to Seller under these General Terms and Conditions of Sale and any other provision constituting the Agreement, and any remedies other available to Seller under law or in equity, Seller may do any, all, or any combination of the following in the event Purchaser breaches any of these General Terms and Conditions of Sale or any other provisions constituting the Agreement: (i) cease performance hereunder, 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 the affected Product, or (iv) terminate any remaining product warranty for the affected Product.

g. Facility Requirements and Installation of Hardware. Purchaser acknowledges that it is responsible for ensuring at Purchaser's sole cost that its facility meets the site requirements for the Hardware. If the purchase of Hardware includes installation, it will be completed within 30 days of delivery of all components of the Hardware to Purchaser's facility, and said facility's meeting such site requirements.

h. Service Contracts. If an extended service contract for Hardware is being provided by Seller in connection with the sale or provision of any products of Seller hereunder, then Seller's standard terms and conditions for such service contract shall exclusively govern such service contract.

i. Future Products. Any future products and/or services are subject to new part numbers, pricing, and specifications and the acquisition of Product hereunder is not in reliance on the availability of any such future products or services.

j. Seller Affiliates. Any actions or rights that may be performed or exercised by Seller hereunder 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.

k. 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.

l. Notices. Any notice required or permitted hereunder shall be in writing and shall be deemed received when (i) delivered personally; (ii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or 10 days for international mail); or (iii) one (1) day after deposit with a commercial express courier that provides written verification of receipt.

m. Assignment. Purchaser may not assign or transfer its rights under these General Terms and Conditions of Sale or any provision of the Agreement, whether voluntary, by operation of law or otherwise, without the prior written consent of Seller. Nor may Purchaser delegate any of its obligations under these General Terms and Conditions of Sale or any provision of the Agreement, whether voluntary, by operation of law or otherwise, without the prior written consent of Seller. Notwithstanding the foregoing, no consent shall be required for any assignment or delegation in connection with any merger, acquisition or the sale of all or substantially all of the stock or assets of Purchaser to a party that (i) agrees in writing to be bound by these General Terms and Conditions of Sale and all other provisions constituting the Agreement, and (ii) is not a competitor of Seller or any of Seller's business units or Seller's Affiliates. Seller may assign all or part of the right to payments hereunder. Any assignment, transfer, or delegation, or any attempted assignment, transfer, or delegation, made in contravention of the terms of this Section 12(m) shall be null and void. Subject to the foregoing, these General Terms and Conditions of Sale, and all provisions constituting the Agreement, shall be fully binding on and inure to the benefit of the parties' respective successors and permitted assigns.

n. 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.

o. Export Compliance. The Products, any related technology, or information provided to Purchaser may be subject to restrictions and controls imposed by certain national or regional governments. Notwithstanding anything to the contrary in these General Terms and Conditions of Sale or any provisions constituting the Agreement, Purchaser agrees not to export or re-export any Products, any related technology, or information provided to Purchaser from any country, or in any manner, in violation of such controls or any other laws, rules or regulations of any country, state or jurisdiction.

p. Healthcare Law Compliance. If Purchaser is a healthcare company, Purchaser acknowledges and agrees that Purchaser, Seller, and/or Seller's Affiliates, may be required by applicable law and regulation to disclose the existence of the Agreement, including financial terms, and the subject matter (e.g., the U.S. Sunshine Act, and state and foreign equivalents). Purchaser, Seller, and Seller's Affiliates agrees that they will disclose the least amount of information possible in order to comply with such applicable laws and regulations.

q. Miscellaneous. Except as expressly set forth in these General Terms and Conditions of Sale or any other provision constituting the Agreement, 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 hereunder 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 General Terms and Conditions of Sale, and any other provisions constituting the Agreement, 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 hereunder 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 hereunder 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 hereunder. Nothing herein shall constitute or create a joint venture, partnership, or any other similar arrangement between the parties.