

NABSYS TERMS AND CONDITIONS OF SALE

(As modified for HTA Consignment Agreement)

Version June 2025

1. General

1.1. Definitions. “Consignee” means Consignee of the respective Consignment Agreement. “Company” means Nabsys 2.0 LLC, a Delaware limited liability company, or any subsidiary thereof. “Instrument” means the Company’s branded proprietary OhmX Analyzer™ genome mapping instrument, excluding any non-proprietary third-party sourced hardware and software, such as computer monitors and general purpose computer. “Products” means all equipment, hardware, software and consumables sold, licensed or otherwise supplied by the Company to the Consignee, including Instruments, Nabsys Software, Third Party Software, computers, and non-expendable accessories and parts, reagents, assay kits, reagent cartridges and detector chips (but excluding the HCE Platform). “Nabsys Software” means all Company proprietary software that is pre-loaded and installed on the Products, other than Third Party Software. “Documentation” means all user documentation provided by the Company to the Consignee for the Products and Services. “Third Party Software” means all third party software and documentation provided by the Company to the Consignee in connection with the Instruments or is installed on the Product hardware. “HCE Platform” means the Human Chromosome Explore software-as-a-service platform for the analysis of results produced by the Instrument.

2. Restricted Use, Health, Safety, and Waste

2.1. The Consignee will abide by all use restrictions pertaining to the Products, as set forth herein, in the Company’s catalogue or on the Product and the Documentation, and the Consignee will not use the Products in contravention of any such restrictions. The Consignee will use the Products for research use only and Consignee acknowledges and agrees that the Products are intended for research use only and have not been approved by any regulatory authority for use in any clinical applications, including for the diagnosis of diseases or conditions. Without limiting the foregoing, unless otherwise authorized by the Company in writing, the Consignee will not: (i) use the Products in a manufacturing process or in manufactured products, or (ii) use the Products to provide commercial services for or on behalf of a third party. Consignee will comply with all regulatory requirements related to the Consignee’s use of Products. The Consignee shall ensure that (i) the specification of the Products is safe for the intended use, (ii) the Products are handled in a safe manner and (iii) any waste originating from the use of the Products is disposed of in accordance with all relevant laws and regulations.

2.2. The Consignee shall not and shall not permit any users to (i) attempt to reverse engineer, decompile, disassemble, or extract any element of and/or otherwise discover any source code, algorithms, methods, or techniques embodied in the Products, including the Nabsys Software, except to the extent expressly permitted by applicable law, notwithstanding contractual obligations to the contrary, and then only after (a) the Consignee has notified the Company in writing of its intended activities and the information sought and (b) the Company fails to provide such information within a reasonable period of time following such notice; (ii) modify, transfer, assign, pledge, rent, lease, sell, resell the Products, including the Nabsys Software, or create derivative works based on the Products, including the Nabsys Software, or any user interfaces related to the foregoing; (iii) hide, tamper, amend, alter, obscure, remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Products, including the Nabsys Software, or any related materials, or any Documentation; (iv) introduce code or other items to the Nabsys Software, in a manner that adversely affects the operation of the Products, including the Nabsys Software, or other systems; or (v) use the Products, including the Nabsys Software, in violation of this Agreement, the Documentation, or applicable law. Although the Company has no obligation to monitor the Consignee’s use of the Products, including the Nabsys Software, the Company may do so and may prohibit any use of the Products, including the Nabsys Software, it believes may be (or alleged to be) in violation of the foregoing.

3. Licenses; Ownership

3.1. Software Licenses. Notwithstanding any terms to the contrary in these Terms and Conditions, the Consignee agrees that all Nabsys Software, Third Party Software and Documentation is licensed to the Consignee, and is not sold.

Subject to these Terms and Conditions, the Company hereby grants the Consignee a limited, non-exclusive, non-transferable, royalty-free, revocable, non-sublicensable license to execute the Nabsys Software only as installed on the Product(s) purchased by the Consignee. The Consignee shall not disclose, provide or otherwise make available the Nabsys Software or Documentation, to any other party, or permit other individuals to use the Nabsys Software or Documentation, except employees and agents of the Consignee who use it on the Consignee's behalf and are made subject to these Terms and Conditions. For clarity, the Consignee's and its personnel's access to and use of the HCE Platform shall be subject to separate online terms and conditions and is not included in the foregoing license.

3.2. Documentation. Subject to these Terms and Conditions, the Company hereby grants the Consignee a limited, non-exclusive, royalty-free, non-transferable, non-sublicensable license to reproduce, display and distribute internally all or any portion or portions of the Documentation owned by the Company solely for use in connection with operating the Products as permitted under these Terms and Conditions.

3.3. Third Party Software. The Consignee also agrees to comply with the Company's requirements with regard to proprietary and similar rights in and to any Third Party Software incorporated or provided in connection with the Products (including, if applicable, any requirement to enter into a separate license agreement and prohibitions against duplicating or disclosing the same). THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND LIABILITY WITH RESPECT TO ALL THIRD PARTY SOFTWARE.

3.4. Government Rights. As defined in FAR section 2.101, the Nabsys Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of these Terms & Conditions and will be prohibited except to the extent expressly permitted by the terms of these Terms & Conditions.

3.5. Ownership; Diagnostic Data. As between the Company and the Consignee, all intellectual property rights in the Products and Services, including any inventions, trade secrets, know how or other intellectual property developed or otherwise discovered in processing of Consignee materials or the provision of other services, shall at all times remain vested in, be owned by, and inure to the benefit of the Company. The Company may collect data, content and information regarding the Consignee's use of the Products and Services, the M&R Services and including System Data as defined in Section 4.2 of the Consignment Agreement (collectively, "*Diagnostic Data*") and the Company may use Diagnostic Data to provide the Products and Services (including for diagnostic and corrective purposes), to develop, improve and enhance the Company's products and services, and in any other way expressly allowed by the Consignee.

4. Warranties; Disclaimers

4.1. Instrument Standard Warranty. The Company warrants that when used in accordance with these Terms and Conditions and the Documentation and under normal operating conditions, the Instruments shall be free of defects in materials and workmanship for one (1) year from the date of delivery by the Company to the carrier (the "Warranty Period"). The Consignee must notify the Company in writing within the Warranty Period of its claim of any such defect and perform basic diagnostics and component replacement with telephone or email support from Company personnel. If the Company determines that any Instrument, or component thereof, fails to satisfy the warranty set forth in this Section 4.1, the Company's sole obligation shall be to repair or replace such Product or component at its expense, as reasonably determined by the Company. If the Company determines the Instrument must be shipped offsite for repair or replacement, the Company will pay the associated shipping costs. The Company may use new or refurbished Instruments or components at its discretion to fulfil a warranty claim.

4.2. Warranty Limitations. The limited warranty set forth in Section 4.1 shall be void for any Instrument that: (i) was damaged during shipping, (ii) has issues caused by failure of the Consignee to maintain a software release level made available by the Company to the Consignee at no additional charge, or does not incorporate all of Company's engineering improvements and other fixes that Company requests Consignee to implement, (iii) was subject to improper or abnormal use, abuse, neglect, negligence, or accident, including failure to properly perform routine maintenance and maintain the Product site in accordance with Company's site requirements, (iv) has been repaired,

altered, disassembled, reassembled or removed from Consignee's facility by persons other than Company or its designee, other than repair or replacement of a third-party component or part (e.g., a computer monitor or general purpose computer) by an authorized service provider, (v) is damaged resulting from relocation of an Instrument without Company's assistance, (vi) is damaged due to the use of the Instrument with any non-Company product (except as may be specifically recommended in the then-current documentation for that Instrument), (vii) has failed due to externally caused short circuits, incorrect voltages, failure or fluctuation of electrical power, lightning, static or other improper external inputs, or damage caused by earthquakes, floods, storms, fires, or other similar events, (viii) has been operated in conditions outside of Company's environmental or electrical site specifications, as defined in the documentation for the Product, or (ix) that has been operated in hazardous environments or used to analyze hazardous materials that may cause residual contamination. For the avoidance of doubt, in all events, removing or tampering with the safety enclosure of an Instrument will void the limited warranty set forth in Section 4.1.

4.3. Disclaimers. EXCEPT AS EXPLICITLY SET FORTH IN SECTIONS 4.1 AND 10.2, THE COMPANY MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES, EXPRESSED OR IMPLIED, AND DELIVERS THE PRODUCTS "AS IS". THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND ALSO SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY UNDER THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY STATE OF THE UNITED STATES. NO REPRESENTATION OR WARRANTY, INCLUDING BUT NOT LIMITED TO STATEMENTS OF QUALITY, SUITABILITY FOR USE OR PERFORMANCE, WHETHER MADE BY EMPLOYEES OR THE COMPANY OR ITS DISTRIBUTORS, WILL BE CONSIDERED A WARRANTY BY THE COMPANY FOR ANY PURPOSE OR CREATE ANY LIABILITY ON THE PART OF THE COMPANY. THE COMPANY HEREBY EXPRESSLY DISCLAIMS, AND CONSIGNEE HEREBY EXPRESSLY WAIVES, ANY WARRANTY REGARDING RESULTS OBTAINED THROUGH THE USE OF THE PRODUCTS OR PERFORMANCE OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY CLAIM OF INACCURATE, INVALID, OR INCOMPLETE RESULTS. To the extent the foregoing warranties are not able to be disclaimed under applicable law, the Company herein provides all warranties to the Consignee as necessary to comply with applicable laws, but only to the extent such warranties cannot be disclaimed by the Company.

5. Technical Assistance

5.1. Help Desk. The Company will use commercially reasonable efforts to provide ongoing assistance with the operation and application of Products via emails sent to support@Nabsys.com.

5.2. Remote Assist and Diagnostics. Certain Services and warranty support may require the Company's remote assist service feature, which uses software to allow the Company's authorized agent to remotely communicate with an Instrument. The remote assist service feature is used by the Company for diagnostics, maintenance, and repair of the Instrument hardware and Nabsys Software components, and may allow for faster response times. The Consignee consents to enabling remote assist services features of the Product and will abide by the configuration requirements specified by the Company. The Consignee will provide proper internet connectivity and the permit Company to establish secure sessions and connect to the Instrument for the (a) transmission and retrieval of Diagnostic Data, (b) utilization of event and alarm functionality, and (c) implementation of remote Nabsys Software updates and file transfers.

5.3. Access and Service Safety. The Consignee will provide Company and its designees reasonable and safe access to all Instruments for the provision of any services and for any audit of compliance with the Company's installation and operational guidelines. If environmental or operational contamination creates a hazard for Company personnel, the Company may instead elect to supervise and instruct the Consignee to have the Consignee perform the service procedures. Consignee is responsible for proper disposal of all contaminated material and of contaminated parts and subassemblies that, in the Company's discretion, cannot be safely returned to the Company.

5.4. Relocation. Instruments may only be moved with the assistance of the Company at the Company's then-current service call fees, including all labor, parts, and travel charges. Relocation of Instruments may result in modification of response times.

6. Limitation of Liability

6.1. Liability Exclusions. The Company shall have no liability, including under any warranties contained in Section 10, arising from: specifications or materials supplied by the Consignee; fair wear and tear; willful damage or negligence of the Consignee or its employees or agents; abnormal working conditions at the Consignee's premises; failure to follow the Company's instructions (whether oral or in writing); misuse or alteration or repair of the Products without the Company's approval; or if the total price for the Products has not been paid.

6.2. Waiver; Cap. THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, GOODWILL OR BUSINESS INTERRUPTION OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND FROM ANY CAUSE ARISING OUT OF THE SALE, INSTALLATION, USE OR INABILITY TO USE ANY PRODUCT OR SERVICE, OR ANY FAILURE TO OBTAIN DESIRED RESULTS, OR THE DAMAGE OR OTHER LOSS OF CONSIGNEE MATERIALS DURING PERFORMANCE OF SERVICES (INCLUDING PROCESSING OF CONSIGNEE MATERIALS), WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COMPANY HAVE LIABILITY (WHETHER IN AN ACTION IN NEGLIGENCE, CONTRACT OR TORT OR BASED ON A WARRANTY OR OTHERWISE) FOR ANY AMOUNT IN EXCESS OF THE AMOUNTS ACTUALLY RECEIVED BY THE COMPANY FROM THE CONSIGNEE FOR THE PRODUCT OR SERVICE GIVING RISE TO THE APPLICABLE CLAIM OR ACTION. Some states/jurisdictions do not allow the limitation of damages, so the above limitation may not apply to the Consignee.

7. Force Majeure

7.1. The Company shall not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control including but not limited to strikes, lock outs or labor disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, acts of terrorism, revolution, riot, civil commotion, war or civil war, pandemic, plant breakdown, computer or other equipment failure and inability to obtain equipment. If an event of force majeure exceeds one month the Company may cancel any and all orders without liability.

8. Governing Law; Jurisdiction

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of Illinois (excluding conflict of laws rules).

