

EXTERNAL USER TERMS AND CONDITIONS

These Terms and Conditions (the “Terms”) govern the provision of shared core biomedical research services (the “Research Services”) by New York University School of Medicine, an administrative unit of New York University (“NYUSoM”), and core research laboratories administered by its Division of Advanced Research Technologies (“DART”), to external researchers (the “Client”) in connection with orders made by Client through the NYU Langone Health iLab Platform (the “iLab Platform”) that are accepted by NYUSoM and the applicable core research laboratory (each, an “Order”).

1. Submission of Orders; Purchase Order; Contract and Acceptance. Each Order shall be submitted through the iLab Platform by the Client or, if so requested by the Client, by NYUSoM on the Client’s behalf. The Order will describe in detail the Research Services to be provided, the materials to be provided by or on behalf of Client and/or NYUSoM for the Research Services, the fee to be paid, and any other relevant items related to the Research Services. In addition a valid purchase order or other written request issued by Client must be received by NYUSoM prior to the commencement of performance of Research Services hereunder. The amount specified in the purchase order must be sufficient to cover the total cost of the Order and the Research Services requested. This purchase order or payment request is for payment purposes only, and is not a contract document. Following acceptance and submission by Client of the Order and receipt by Client of the purchase order, Client and NYUSoM shall be bound by the Order and the Terms. No acceptance shall be effective which varies the terms of the Order or proposes additional terms. Any such proposals are deemed rejected. Upon acceptance and submission, the Order shall constitute a binding contract between NYUSoM and Client.

2. Precedence. The Order and these Terms are the exclusive Terms with respect to the Research Services. Any quote, purchase order, quote or purchase order Terms, or other terms generated by or on behalf of the Client shall be for purposes of specifying the Research Services required by Client and agreeing upon the applicable fees only. Any such Terms provided by or on behalf of the Client to NYUSoM in the NYU Langone Health iLab Platform or otherwise shall not apply and are null and void. To the extent any terms set forth in an Order conflict with these Terms, these Terms will control.

3. Changes. NYUSoM may from time to time make changes in the Terms and the fee schedule in the NYU Langone Health iLab Platform. The fee schedule for the Research Services will be the then-current prices to external users as quoted in the NYU Langone Health iLab Platform. This fee schedule is updated no less than annually.

4. Scope. Client acknowledges and understands that the NYU Langone Health iLab Platform, Orders, and these Terms shall not be used to contract any of the following research arrangements between the parties:

- the use or access by Client scientists, employees or agents of NYUSoM facilities, equipment and research resources for self-service or otherwise
- the conduct of clinical trials by NYUSoM
- the conduct of sponsored research by NYUSoM; or
- the provision of tissues or other biospecimens from NYUSoM to Client.

In addition, the Client acknowledges and agrees that none of the Research Services will involve the conduct by NYUSoM of human subjects research requiring the review of an Institutional Review Board under NYUSoM's policies.

5. Research Services. NYUSoM agrees to use reasonable efforts to perform the Research Services contemplated by an Order as outlined in the Order. NYUSoM SPECIFICALLY DISCLAIMS ANY WARRANTIES RELATED TO THE RESEARCH SERVICES OR ANY DATA OR MATERIALS THAT MAY RESULT FROM THE PERFORMANCE OF THE RESEARCH SERVICES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICES (DATA AND MATERIALS) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. NYUSoM makes no representations that the Client's use of such data, materials, or results generated hereunder will not infringe any patent or proprietary rights of third parties. Client acknowledges that NYUSoM's core research laboratories will not conduct the Research Services in accordance with U.S. Food and Drug Administration Good Laboratory Practice (GLP) Standards, and Client understand and agrees that any results of the Research Services may not be used by Client for any filings that require a certification of GLP compliance. The core research laboratory services are not CLIA certified facilities.

6. Payment. The fee schedule for the Research Services shall be set forth in the Order and on the NYU Langone Health iLab Platform. Payments are due within thirty (30) days of the date on NYUSoM's invoice. Invoices shall be provided to Client at the address specified by the Client in the Order. Each invoice generated by NYUSoM shall specify the Research Services provided under the Order and the total amount due for such Research Services. Payments shall be made by Client by check or wire transfer payable to "NYU School of Medicine" as provided in the invoice.

Client agrees and acknowledges that any compensation provided pursuant to the Order will be for the Research Services actually performed and represents the fair market value for such Research Services. The Order is not related to or made to influence the purchase, sale, referral or recommendation of any product or service sold or marketed by Client. NYUSoM is not required to purchase, order, or recommend to any patients any products manufactured by or available through Client.

7. Termination. Either party may terminate the Order any time at will upon thirty (30) days' prior written notice to the other party. In the event that Client shall be in default of any of its obligations under the terms of the Order and these Terms, NYUSoM shall have the option of terminating the Order by giving written notice of termination with an immediate effect to the Client. Termination of the Order shall not affect the rights and obligations of the parties accrued prior to termination. An Order may be terminated at any time by mutual written agreement between the parties. If the Order is terminated pursuant to this Section 7, NYUSoM shall use its reasonable efforts during the period between notice of termination and the effective date of such termination to wind-up the Order in accordance with NYUSoM's responsibilities under the Terms and applicable law and regulation and reduce or eliminate further costs. Within thirty (30) days after the completion of wind-up of such Research Services under the Order, NYUSoM shall provide Client with a written itemized statement of the Research Services performed by it under the Order. NYUSoM shall be entitled to a pro rata payment based on the Research Services provided by it hereunder in accordance with the Order through the date of termination and to reimbursement for actual out-of-pocket costs, if any, associated with cancelling all applicable third party obligations related to the Order. For the avoidance of doubt, the amount plus any other payments made by Client under the Order may not exceed the total fees outlined in the Order.

8. Ownership. Client acknowledges that NYUSoM possesses certain intellectual property related to the Research Services performed by NYUSoM and its core research laboratories and that the same may be

developed, improved, or modified in the performance of the Research Services. Such intellectual property is and shall be deemed NYUSoM's sole intellectual property.

All information, data, materials, or writings, which (a) are provided by Client to NYUSoM, (b) are owned by or licensed to Client prior to being provided to NYUSoM ("Client Materials"), or (c) are the results of the Research Services described in the Order are and shall remain the property of Client. Any Client Materials will be used exclusively for the Research Services and will be returned to Client or destroyed by NYUSoM upon completion of the Research Services or termination of this Agreement.

Nothing contained in this Agreement shall be implied to grant either party any right or license with respect to the other party's intellectual property, other than as exclusively provided herein.

9. Acknowledgements. Client agrees to acknowledge the Research Services of NYUSoM's relevant core research laboratory listed in the Order in all publications, grant applications, and media releases that rely upon or use the Deliverables.

10. Confidential Information. Client understands and acknowledges that in the course of performing the Research Services, a party may disclose ("Disclosing Party") to the other party ("Recipient") certain information that the Disclosing Party regards as confidential or proprietary in nature ("Confidential Information"). Confidential Information shall be disclosed in written or other tangible form and shall be clearly marked "CONFIDENTIAL," or if disclosed orally, shall be summarized in a writing by Disclosing Party, be clearly marked "CONFIDENTIAL," and be provided to Recipient within thirty (30) days of the oral disclosure. Confidential Information shall not include information that: (i) is now or subsequently becomes generally available to the public through no wrongful act or omission of the Recipient; (ii) the Recipient can demonstrate in its written records to have had lawfully in its possession prior to disclosure to it by the Disclosing Party; (iii) is independently developed by the Recipient without use, directly or indirectly, of any Confidential Information received from the Disclosing Party; (iv) the Recipient lawfully obtains without obligation of confidentiality from a third party who has the right to disclose; or (v) is required by law or regulation to be disclosed. During the term of the Order and for five (5) years thereafter, each Recipient shall not use or disclose Disclosing Party's Confidential Information except as expressly permitted by the Terms or disclose Disclosing Party's Confidential Information to any third party other than those who have a need to know such Confidential Information.

11. Indemnification. Client shall indemnify, defend and hold harmless NYUSoM, its affiliates and affiliated hospitals, and each of their officers, directors, trustees, employees and agents from and against any and all losses, damages, claims, suits of any kind and nature whatsoever, and reasonable costs and expenses, including the reasonable cost and expense of handling and defending such claims and suits, arising out of the Research Services, any use made by Client of any NYUSoM facility or resources in connection with the Order, and of any Deliverables or results generated in the Research Services. NYUSoM shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees and agents.

12. Insurance. Client agrees during the term of any Order to maintain commercial general liability with coverage of at least \$1,000,000 per occurrence/\$1,000,000 aggregate. If requested prior to the commencement of any Research Services, Client shall deliver to NYUSoM certificate(s) of insurance evidencing such coverage.

13. Limitation of Liability. Client hereby assumes all risk associated with (i) the provision of the Research Services by NYUSoM and (ii) use of any Deliverables or other results generated from the Research Services. NYU'S LIABILITY, IF ANY, FOR DIRECT DAMAGES OF ANY FORM SHALL BE LIMITED TO ACTUAL DAMAGES AND SHALL NOT BE IN EXCESS OF AMOUNTS PAID TO

NYUSOM BY CLIENT UNDER THE ORDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CAUSE OF ACTION THAT GIVES RISE TO SUCH DAMAGES. IN NO EVENT SHALL NYUSOM BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR LOSS OF PROFITS OR BUSINESS OPPORTUNITY, EVEN IF NYUSOM IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIMS BY CLIENT AGAINST NYUSOM, ARISING OUT OF THE ORDER OR THE BREACH THEREOF MUST BE MADE IN WRITING TO NYUSOM WITHIN TWELVE (12) MONTHS FROM THE DATE THE CAUSE OF ACTION FIRST ARISES, OTHERWISE SUCH WILL BE DEEMED WAIVED BY CLIENT.

14. Compliance with Laws. In performance of the Research Services under the Order, each party shall comply with all applicable federal, state and local laws, codes, regulations, rules, and orders pertaining to such activities.

15. Client Representations, Warranties and Covenants. Client represents, warrants, and covenants that: (a) Client is duly organized, validly existing and in good standing in the jurisdiction in which Client is registered; (b) the individual entering into these Terms on behalf of Client has all necessary legal authority to bind Client to these Terms; (c) Client has all requisite right, power, and authority to enter into these Terms, perform Client's obligations, and grant the rights and authorizations in these Terms; (d) unless authorized by NYUSoM, Client will not use any funds from a federal, state, or local government grant or contract or subcontract, if doing so could subject NYUSoM to any term, condition, obligation or other provision different from or in addition to the provisions of these Terms; (e) Client has not been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from government contracts or under Section (a) or (b) of 21 U.S.C. Section 335 and does not appear on the United States Food and Drug Administration's or other government debarment list; (f) Client has complied with the applicable provisions of the Foreign Corrupt Practices Act in connection with the Order; (g) Client is not on, or associated with, any person or entity on any of the blocked, denied or debarred persons and entities lists maintained by the U.S. Department of Commerce's Bureau of Industry and Security, the U.S. Department of the Treasury's Office of Foreign Assets Control or the U.S. Department of State's Directorate of Defense Trade Controls; or subject to a denial order issued by the U.S. Department of Commerce; (h) Client will not provide or make accessible to NYUSoM any export-controlled materials (including, without limitation, equipment, information and/or data) without first informing NYUSoM of the export-controlled nature of the materials and obtaining from NYUSoM's Office of Science & Research its prior written consent to accept such materials as well as any specific instructions regarding the mechanism pursuant to which such materials should be passed to NYUSoM; and (i) Client will comply with any and all applicable U.S. export control laws and regulations, as well any and all embargoes and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls. Client agrees to notify NYUSoM immediately if any of the foregoing representations, warranties, or covenants ceases to be true during the term of an Order and understands that NYUSoM will have the right to terminate immediately upon receipt of such notice.

16. HIPAA. Client will not provide to NYUSOM any Protected Health Information (as defined under the Health Insurance Portability and Accountability Act of 1996 and the regulations and official guidance promulgated thereunder).

17. Interruption of Service / Force Majeure. Except for the obligations under Section 6 (Payment), neither party shall be liable for any failure to perform as required by the Order and the Terms to the extent such failure to perform is due to circumstances reasonably beyond such party's control, including, without limitation, labor disturbances or labor disputes of any kind, accident, failure to obtain any government approval required for full performance, civil disorders or commotions, acts of aggression or terrorism, acts of God, energy or other conservation measures imposed by law or regulation, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, or other such occurrences.

18. Survival. The provisions of Section 5 through 11, 13 and 15 through 21 will survive termination of the Order.

19. Governing Law. Each Order shall be governed by and construed pursuant to the laws of the State of New York without regard to principles of conflicts of law or choice of law that would cause the laws of any other jurisdiction to be applied. The jurisdiction over any dispute arising out of this Agreement shall be in the courts of the State of New York, and the parties hereby expressly consent to and submit to the jurisdiction of said courts.

20. Notice. Any notice required or permitted hereunder shall be in writing and shall be addressed to Client at the address set forth in the Order and to NYUSoM at the address set forth below, or such other address as is subsequently specified in writing. Notice to NYUSoM shall be addressed as follows:

NYU School of Medicine
Division of Advanced Research Technologies
MSB 346
New York, NY 10016

Notice shall be deemed given as of the date it is (A) delivered by hand, (B) received by Registered or Certified Mail, postage prepaid, return receipt requested, or (C) received by Federal Express or an equivalent overnight delivery service.

21. Use of Name. Neither party shall use the name, symbol or marks of any other party, or the name of any staff member, employee or student of any other party, in any advertising, promotional or sales literature or in any form of publicity without the prior written approval of the party, except as may be required by law, provided, NYUSoM and the applicable core research laboratory may include Client on its standard client list.

22. Independent Contractor. Client agrees that the parties are independent contractors solely and directly responsible for the mode, method, and manner of their activities and neither party shall hold itself out to third parties as purporting to act as, or on behalf of, the other party hereto. Client further agrees that the Order shall not be construed to constitute or create any agency, partnership, association, or joint venture between the parties.

23. Miscellaneous. The Order constitutes the entire agreement among the parties to the exclusion of any other documents issued hereunder relating to the Research Services and may not be modified except by a document signed by all of the parties. Neither party shall have the right to assign, delegate or transfer at any time to any party any of the rights, duties and interests herein granted without first obtaining the written consent of the other party. Any attempted assignment in violation of this section shall be void and of no effect. No waiver of any term, provision or condition of the Order, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of the same term, provision or condition, or of any other term, provision or condition of the Order. If any provision of the Order is determined to be invalid or unenforceable, in whole or in part, for any reason, the remaining provisions shall continue in full force and effect.