

ILLUMINA TERMS AND CONDITIONS – SERVICES
(PROFESSIONAL SERVICES)

1. Definitions. “Affiliate(s)” means with respect to a party, any entity that, directly or indirectly, controls, is controlled by or is under common control with such party for so long as such control exists. For purposes of this definition, an entity has control of another entity if it has the direct or indirect ability or power to direct or cause the direction of management policies of such other entity or otherwise direct the affairs of such other entity, whether through ownership of the voting securities of such other entity, by contract or otherwise. “Deliverables” are the deliverables of Seller that are generated through performance of the Services. The Deliverables do not include Improvements or Illumina Technology. “Illumina” means Illumina, Inc. “Illumina Entity” means Illumina or any of its Affiliates. “Illumina Technology” means the technology, know-how, trade secrets, tools, instruments, software, processes, workflows, methods, information, and techniques owned or licensed by Illumina and used by Seller to perform the Services. For purposes of these terms and conditions, Improvements are deemed added to the Illumina Technology upon creation. “Improvements” means any improvements, modifications, or derivative works to the Illumina Technology whether they are made prior to, during, or after performance of the Services. “Intellectual Property Rights” means all patent rights, copyrights, trade secrets, know-how, trademark, service mark and trade dress rights and other intellectual property rights, current or future, under the laws of any jurisdiction, together with all applications therefore and registrations thereto. “Order Confirmation” means a sales order confirmation document provided by Seller. “Project Description” means the document, if any, describing activities to be performed by Seller as mutually agreed upon by the parties (if applicable). “Purchaser” means the purchaser of the Services hereunder. “Quotation” means a written quotation, including these terms and conditions and the Project Description, which form a part thereof, provided by Seller to Purchaser. “Seller” means the Illumina Entity selling the Services. 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. Illumina Technology “Services” as used herein refers to the activities to be performed hereunder as described in the Quotation and Project Description. “Service Fees” means the costs and fees payable by Purchaser to Seller for the Services, as more fully set forth in the Quotation. “Services Requirements” means hardware, network and software requirements, data validation requirements, equipment or instrument platform requirements, and any other requirements and specifications required by Seller to perform the Services. “Specifications” means the written technical specifications for Services that are contained in the Project Description.

2. Applicability of Terms and Conditions. These terms and conditions constitute the entire agreement between the parties with respect to the subject matter hereof and shall exclusively govern the ordering, purchase and provision of the Services, and shall override any conflicting, amending and/or additional terms contained in any purchase orders, invoices or similar documents, which are hereby rejected and shall be 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.

3. Modifications to Project Description. No addition, change or modification to the Services or to a Project Description will be effective unless made in writing and signed by both parties. Purchaser acknowledges that any change to the Services or to a Project Description may affect or delay the performance of the Services and may involve changes to the applicable Service Fees thereunder. Purchaser and Seller shall agree in writing to a revised Project Description and upon such agreement by both parties, such new Project Description shall supersede the prior document. Seller shall not be liable for any delays that occur due to these procedures. Notwithstanding anything else to the contrary, variations in the Project Description due to delays by Purchaser, scheduling of Services on weekends or holidays at the request of Purchaser, or other variable factors outside of the control of Seller, shall not be deemed to be additions, changes or modifications to the applicable Project Description and are hereby authorized by Purchaser.

4. Purchaser Obligations. Purchaser shall provide all information and materials as specified in the Services Requirements in accordance with the guidelines set forth therein or as otherwise necessary for Seller to perform the Services. In addition, Purchaser shall (i) provide Seller with access to any hardware, networks, software, files and documentation as necessary for Seller to perform the Services; (ii) provide one Purchaser-designated point of contact for Seller to use for all questions and issues relating to each Project Description; and (iii) provide

sufficient personnel qualified to perform Purchaser’s obligations. Purchaser shall also perform any additional obligations as may be set forth in the applicable Project Description or Services Requirements.

5. Scheduling of Services; Purchaser Delays. Seller shall use commercially reasonable efforts to provide the Services during the Services Period. Seller will be relieved of its obligations under a Project Description to the extent dependent upon Purchaser’s obligations thereunder that are not met. Purchaser will be responsible for additional Service Fees and expenses incurred by Seller due to (i) any delays resulting from Purchaser’s failure to perform Purchaser obligations hereunder and/or under a Project Description in a timely and effective manner; (ii) Seller’s performing tasks that were originally Purchaser obligations but which were not performed in a timeframe or manner necessary to maintain the overall schedule and objectives of the applicable Project Description; and (iii) Purchaser’s failure to comply with applicable Services Requirements.

6. Delivery; Support. Deliverables shall be delivered by one of the following means, or as otherwise agreed between the parties: (i) if Deliverables are to be delivered electronically, once Seller has transmitted an electronic file containing all or a portion of the Deliverables to Seller’s FTP server, web site, or other agreed upon electronic delivery method and has notified Purchaser that such file is available, or (ii) if Deliverables are to be delivered in one or more hard drive(s) or other physical material, upon shipment FOB origin of such hard drive(s) or material containing all or a portion of the Deliverables. All Services performed hereunder shall be deemed accepted upon performance. For a period of 30 days following delivery, Seller will provide reasonable support including responding to questions about the Deliverables and/or minor fixes to meet the agreed upon level of functionality outlined in the Project Description. As the Services is not part of regular commercially released product, standard product support SLAs do not apply. When contacting Illumina technical support about the Services, please indicate that the Services are Professional Services for routing to the proper team.

7. Service Fees; Payment. The Service Fees shall be as specified in the Quotation and are valid solely during the period set forth therein. Unless otherwise specified in the Quotation, the Service Fees specified in the Quotation are for the specific Services stated therein. Seller will send invoices to Purchaser, and all invoices, except for orders with Purchasers in Japan, shall be paid in full by the Purchaser within thirty (30) days from the date of invoice. All invoices for orders with Purchasers in Japan shall be paid in full within sixty (60) days from the date of invoice. Any amounts not paid when due will accrue interest at the rate of one and one half percent (1.5%) per month, or the maximum amount allowed by law, if lower. In the event that any payment is not made within the time period specified in these terms and conditions, Seller may suspend providing the Services and delivering the Deliverables until all payments are made current. Purchaser shall pay for all costs (including reasonable attorneys’ fees) incurred by Seller in connection with the collection of late payments. The amount of credit authorized by Seller may be changed or entirely withdrawn at any time, and Seller reserves the right to require alternative payment terms, including but not limited to a letter of credit or full or partial payment in advance.

Unless provided otherwise in a Project Description, Seller shall be reimbursed by Purchaser for all reasonable expenses incurred by Seller in the performance of the Services, including, but not limited to, travel and lodging expenses, communication charges and other reasonable supplies. Any applicable expense reimbursement shall be included in the then-current monthly invoice and payable as set forth above. Travel arrangements and associated expenses shall be processed in accordance with Seller’s then-current expense guidelines.

All amounts payable to Seller are exclusive of and are payable without deduction for all sales, use, excise, value added, withholding and other taxes, and all customs duties and tariffs claimed or imposed by any governmental authority upon the performance of the Services or delivery of the Deliverables. Any such charges will be added to the price or subsequently invoiced to the Purchaser where permitted by law. In those countries where Seller is not permitted to add such charges to the invoice or collect those charges on behalf of Purchaser, Purchaser is responsible for remitting payment of such amounts to the appropriate body.

Purchaser shall pay the total price as set forth in the invoice, in U.S. dollars unless otherwise specified. 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.

8. Ownership of Illumina Technology. Purchaser acknowledges and agrees that Illumina, Inc. shall solely own and have exclusive worldwide right, title and interest in and to the Illumina Technology, and to all Intellectual Property Rights related thereto (including with respect to the Deliverables) and that Purchaser shall not acquire any interest therein. Purchaser shall not challenge, contest or otherwise impair Illumina's ownership of the Illumina Technology or the validity or enforceability of Illumina's Intellectual Property Rights related to the Illumina Technology. Should Purchaser be deemed to be a co-inventor to any aspect of the Illumina Technology, Purchaser irrevocably assigns, transfers, and agrees to assign and transfer to Seller Purchaser's worldwide right, title and interest in and to such Illumina Technology and to all Intellectual Property Rights related thereto.

9. Rights to Use Deliverables. The Deliverables may be used by Purchaser in Purchaser's facility. In the event that the Deliverables incorporate any Improvements, then, subject to these terms and conditions, including Purchaser's payment of all Service Fees due hereunder, Seller shall grant to Purchaser a limited, personal, non-transferable, non-exclusive license, without any right to sublicense, to use the Improvements only in the form as incorporated in the Deliverables and only to the extent required to use the Deliverables as set forth in these terms and conditions. The parties understand and agree that the Deliverables are not "works for hire" and that ownership vests solely with Illumina. No other rights are granted to any Improvements or any Illumina Technology.

10. Regulatory; Privacy. Purchaser acknowledges that the Deliverables do not alter or modify in any way the Research Use Only or any other label restrictions on the Illumina products. The Deliverables have 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 Deliverables and Illumina products. Purchaser further agrees: (i) to comply with all applicable laws and regulations when drawing upon or otherwise using the Deliverables, and (ii) the Deliverables do not constitute regulatory or other advice. Purchaser shall not disclose or provide to Illumina or its Affiliates in any format, personally identifiable information, personal health information or otherwise protected information of any individual.

11. Limited Warranty. Seller represents and warrants to Purchaser that the Services will be performed in a workmanlike manner and shall substantially conform to the Specifications explicitly described and set forth in the Project Description. Seller does not warrant the Deliverables will be compatible with any future product or software environment. ALL DELIVERABLES ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS AND EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION, ILLUMINA, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES REGARDING THE SERVICES AND THE DELIVERABLES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, UTILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR BASED ON COURSE OF CONDUCT OR TRADE CUSTOM OR USAGE.

12. Indemnification. Seller shall indemnify and hold harmless Purchaser, its directors, officers, employees, agents, successors, and assigns from and against any liabilities, expenses, or costs arising out of any claim, complaint, suit, proceedings, or cause of action brought by a third party pertaining to Seller's gross negligence or willful misconduct; and Seller shall pay all settlements entered into, and all final judgments and costs (including reasonable attorneys' fees) awarded against Purchaser (and Seller, as the case may be) in connection with any such action.

Purchaser shall indemnify and hold harmless Seller, its directors, officers, employees, agents, successors, and assigns from and against any liabilities, expenses, or costs arising out of any claim, complaint, suit, proceedings or cause of action brought by a third party pertaining to (i) infringement of such third party's valid and enforceable Intellectual Property Rights resulting from Purchaser's (a) materials and other information provided to Seller hereunder, and (b) specification or selection of any methods, materials, or processes to be used in the performance

of the Services, other than those methods, materials, or processes that are specified by Seller and used by Seller in performing the Services, (ii) Purchaser's negligence or willful misconduct, (iii) Purchaser's transactions with its affiliates or customers, or (iv) arising out of any actions or inactions by Purchaser based on its analysis, interpretation, or use of the Deliverables and any other information provided by Seller under these terms and conditions; and Purchaser shall pay all settlements entered into, and all final judgments and costs (including reasonable attorneys' fees) awarded against Seller (and Purchaser, as the case may be) in connection with any such action.

Each party's indemnification obligation pursuant to this Section is subject to the indemnified party (i) notifying the indemnifying party promptly in writing of such action, (ii) giving the indemnifying party exclusive control and authority over the defense and settlement of such action, (iii) not admitting infringement of any Intellectual Property Right without the indemnifying party's prior written consent, (iv) not entering into any settlement or compromise of any such action without the indemnifying party's prior written consent, and (v) providing all reasonable assistance to the indemnifying party (provided that the indemnifying party reimburses the indemnified party for its reasonable out-of-pocket expenses incurred in providing such assistance).

13. Limited Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL SELLER BE LIABLE TO THE OTHER FOR COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES INCURRED BY SUCH PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (OR THE TERMINATION HEREOF), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE. ILLUMINA'S TOTAL AND CUMULATIVE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT RECEIVED BY ILLUMINA FROM CUSTOMER IN THE PRECEDING TWELVE (12) MONTH PERIOD UNDER THE SPECIFIC AGREEMENT GIVING RISE TO THE CLAIM. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

14. Confidential Information. Purchaser shall maintain in confidence, and shall not use for any other purpose or disclose to any third party, information disclosed by Illumina that a reasonable person would consider to be confidential, including without limitation the Deliverables and Illumina Technology (collectively, "Confidential Information"). Each party also agrees not to disclose to any third party any financial terms of these terms and conditions without the consent of the other party, except as required by securities or other applicable laws, in which case the disclosing party shall seek confidential treatment to the extent available, under conditions that reasonably protect the confidentiality thereof.

15. General.

a. Applicability of Terms and Conditions. These terms and conditions exclusively govern the ordering, purchase, supply, and use of Services, 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.

b. Order Changes/Cancellations. Orders for Services may not be 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 or (ii) the laws of the country where the Seller entity is located, if Purchaser is not located in the United States. 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 agrees, represents and warrants that it (i) is not purchasing the Services on behalf of a third party, (ii) is not purchasing the Services in order to resell or distribute the Deliverables to a third party, (iii) is not purchasing the Services in order to export the Services from the country in which Seller rendered the Services ("**Ship-to Country**"), and (iv) will not export the Deliverables 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, Seller may do any, all, or any combination of the following in the event Purchaser breaches any of these terms and conditions: (i) cease performance, including without limitation, cease providing Services, or (ii) terminate the rights granted to Purchaser.

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 and the facility meeting such requirements, including Purchaser's reasonable cooperation.

h. **Future Products.** Any future products and/or services ("**Unreleased Products**") are subject to new part numbers, pricing, and specifications and the purchase or Services 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. **Assignment.** Purchaser may not assign or transfer these terms and conditions or any rights or obligations, whether voluntary, by operation of law or otherwise, without the prior written consent of Seller; provided that, only notice to Seller and no consent shall be required for any assignment 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 terms and conditions, 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. Any assignment or transfer made in contravention of the terms hereof shall be null and void. Subject to the foregoing, these terms and conditions shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

m. **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 in any manner suggestions, ideas or comments provided by Purchaser to Seller related to the Services.

n. **Export Compliance.** The Services, Deliverables, any related technology, or information provided to Purchaser may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder (or the export regulations and laws of another country). Notwithstanding anything to the contrary in these terms and conditions, Purchaser agrees not to use the Deliverables in, or export or re-export the Deliverables, any related technology, or information provided 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.

o. **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 of these terms and conditions 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.

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.