

**ILLUMINA TERMS AND CONDITIONS - ONSITE TRAINING COURSES (EU - ENGLISH)**

1. **Definitions.** “**Affiliate**” means an entity controlling, controlled by, or under common control with a Party. For the avoidance of doubt, Helix Holdings I, LLC, and its subsidiaries and members (other than Illumina, Inc.) are not Affiliates of Illumina for purposes of these terms and conditions. “**Confidential Information**” means information (of whatever nature) disclosed by the other Party or its Affiliates in writing and marked “Confidential” (or in a similar manner to indicate its confidential nature) or that is disclosed orally as confidential and confirmed in writing within thirty (30) calendar days following such disclosure. “**Customer**” means the person or entity which has elected to attend an Illumina Training Course referenced on a Quotation which references these terms and conditions. “**Documentation**” means the Training Course materials, which includes printed and online materials for the Training Courses made available to Customer prior to or at the time of issuance of a Quotation, or provided otherwise electronically from Illumina. “**Illumina**” means the Illumina entity identified on a Quotation referencing these terms and conditions. “**Intellectual Property Rights**” means all intellectual property rights, including copyright, patents, trade secrets, design rights, know-how, trademark, service mark, 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. “**Quotation**” means the written document issued by Illumina to Customer setting out the elected Training Course and the associated fee for the elected Training Course. “**Registration**” has the meaning ascribed to it in section 3. “**Results**” has the meaning ascribed to it in section 7.2. “**Samples**” means the sample(s) which may be required to be provided by Customer to Illumina as described in the applicable Training Course Documentation. “**Training Courses**” means the training courses offered by Illumina from time to time and as described in the applicable Documentation.
2. **Training Courses.** Details of the Illumina Training Courses may be found on a Quotation, provided on the Illumina website, on a customer facing portal, or in other documentation, and are available upon request. Training Courses may be provided by an Illumina Affiliate. Customer agrees that Illumina may delegate or subcontract any or all of its rights and obligations under these terms and conditions to one or more of its Affiliates. Illumina invoices may be issued by an Illumina Affiliate and Customer shall honor such invoices. Illumina reserves the right to adjust the course content and agenda at its sole discretion and without notice.
3. **Course Ordering; Registration.** Illumina agrees to provide to the Customer, and Customer agrees to be provided by Illumina, the Training Courses as set out in a Quotation. All Quotations must be in writing and reference these terms and conditions to be valid. Once a Quotation has been processed, Customer will receive an email confirming the name of the course, course timing and location of delivery (“**Registration**”). Registration will be accepted up to 30 calendar days before a course commences, with late registration considered on a case-by-case basis. Only attendees who are registered and confirmed may attend Training Courses. Illumina reserves the right to refuse a place on a Training Course for any reason.
4. **Fees and Payment.**
  - 4.1 **Fees.** Fees for the Training Courses will be as quoted in writing by Illumina in the Quotation. The quoted fees do not include travel, accommodation, meals or other related expenses unless explicitly stated. No refunds will be made except as provided in Section 5 “Cancellation” set forth below. All fees payable to Illumina hereunder are exclusive of sales and uses taxes assessed by a taxing authority in the jurisdiction in which Customer is physically located, and are payable without withholding or deduction for taxes, GST, VAT, customs duties, tariffs, charges or otherwise as required by law or regulation of any governmental entity or authority applicable to Customer, all of which will be added to the purchase price or subsequently invoiced to the Customer.
  - 4.2 **Invoices and Payment.** Illumina shall issue invoices in accordance with the fees set forth in the Quotation upon delivery of each Training Course available to Customer. All Fees will be due and payable within thirty (30) calendar days after the date of the invoice. Without limiting any remedies available to Illumina, any amounts not paid when due under these terms and conditions will accrue interest at the rate of 1.5% per month, or the maximum amount allowed by law, if lower. Illumina shall be entitled to charge Customer for all reasonable expenses incurred in collection, including legal fees. If Customer fails to make payments when due, reserving all other rights and remedies as may be provided by law, Illumina may suspend or cancel performance of open orders or Training Courses, and/or revoke licenses granted hereunder.
5. **Cancellation.**
  - 5.1 **Required Number of Attendees.** A minimum number of attendees are required for each course. For this reason Illumina reserves the right to reschedule the delivery date of any course up to 20 business days prior to the published course commencement date. If rescheduled dates are not suitable, Illumina’s liability will be limited to a refund of the pre-paid registration fees (if any). Illumina will make a reasonable attempt to reschedule a cancelled Training Course, however, if attendance cannot be rescheduled the Training Course will be cancelled.

- 5.2 **Cancellation by Customer.** Attendees may cancel or reschedule an attendance date by notifying the Illumina course contact at least 20 business days prior to the course commencement date. Later cancellations will be charged at 100% of the quoted training course fee, payable within 30 days of an invoice issued by Illumina, which both Parties agree is fair and reasonable with respect to the loss incurred by Illumina's provision and/or ordering of reagents for the training, and other related course materials.
- 5.3 **Cancellation by Illumina.** On occasion, unforeseen circumstances may require Illumina to cancel a Training Course. In such circumstances, Illumina will provide as much notice as reasonably possible and look to reschedule the Training Course date, or offer an alternative Training Course. If another course date or training course is unavailable, Illumina will offer a full refund of any pre-paid fees. Illumina will not be liable for any losses with regard to unused travel and accommodation bookings and other related expenses in connection with the cancelled Training Course.
- 6. Customer Responsibilities.**
- 6.1 **Attendees.** Attendees will, and Customer will procure that attendees will: (i) unless expressly stated otherwise by Illumina, be solely responsible for all travel, accommodation, meals and other related expenses that arise in connection with the Training Courses; (ii) meet the prerequisites, recommendations and responsibilities as outlined in the applicable Documentation; (iii) be responsible for confirming that the course content meets their requirements; (iv) attend each Training Course according to the set schedule and participate in training activities as directed by the instructor; (v) make themselves aware of and adhere to Illumina policies related to health, safety, security, and emergencies; and (vi) not copy the Documentation and/or other material acquired during the Training Course, except where such copying is incidental or necessary for the purposes of completing the relevant Training Course; provided, however, that Customer shall reproduce and include all of Illumina's and its licensors' copyright notices and proprietary legends on each such copy. Illumina reserves the right to cancel the Training Course for any attendee it reasonably believes is unsuitable for admission onto the training premises or to remove any such person after the commencement of a course.
- 6.2 **Language.** Unless otherwise indicated, all courses are delivered solely in English and all delegates must be sufficiently proficient in English language before attending a course.
- 6.3 **Information Transfer; Samples.** Some Training Courses may require Customer to provide their own Samples, as identified in the applicable course Documentation. Customer agrees to provide the Samples and all other information and materials as specified in the Documentation in accordance with the guidelines set forth therein. Customer acknowledges that any failure to provide the Samples, information, and any other materials in accordance with the Documentation may result in Customer's inability to participate in the training and Illumina shall not be in breach of these terms and conditions nor liable to the Customer in respect of any such failure of the Customer. Customer agrees that each Sample shall meet the sample quality & quantity criteria established by Illumina that applies to such Training Course. Illumina reserves the right to change the sample quality & quantity criteria in its sole discretion, and Illumina will provide Customer with written notification of any such changes.
- 6.4 **Ownership of Samples; Regulatory Compliance.** Customer represents and warrants that it owns or otherwise controls the Samples and that it has the right to provide the Samples to Illumina for the purposes of attending and participating in the Training Courses. Illumina shall use the Samples solely for the purpose of delivering the Training Course. Illumina agrees that it will promptly return or destroy, in Customer's sole discretion, any unused Samples or portions thereof following the delivery of the Results (as defined in Section 7.2). Customer shall obtain and maintain all necessary licenses and consents and comply with all applicable laws and regulations in relation to the transfer of the Samples to Illumina and the delivery of the Training Courses.
- 7. Intellectual Property.**
- 7.1 **Illumina Intellectual Property.** All Intellectual Property Rights in or relating to the Training Courses or Documentation provided, or materials, products, services and other information made available hereunder, and any improved, updated and modified parts thereof, shall at all times remain the sole property of Illumina and its licensors. Such Intellectual Property Rights include, but are not limited to: (i) any materials, processes, or methods used by Illumina in the performance of the Training Courses; (ii) any Intellectual Property Rights owned by or licensed to Illumina prior to the performance of the Training Courses; and (iii) any discoveries and inventions relating to expressions that were in Illumina's possession or known by Illumina or its Affiliates prior to the performance of the Training Courses. Except as expressly stated in these terms and conditions, no right or license under any of Illumina, or Illumina Affiliates', Intellectual Property Rights is or are granted expressly, by implication, or by estoppel. Illumina does not permit videotape or any other type of recording of training sessions.

- 7.2 **Customer Intellectual Property; Samples and Results.** Customer shall at all times retain all right, title, and interest in the Samples provided hereunder. Participation in certain Training Courses may deliver to Customer sample data that are generated by Illumina sequencing instruments and further analysis or processing conducted on such Samples including, without limitation, genomic data (“Results”). The Results may be delivered electronically for download by Customer through Illumina’s cloud-based genomics analysis and storage platform, BaseSpace Sequence Hub, available at: <https://basespace.illumina.com>. If the Customer does not already have a BaseSpace account then the Customer may register for a thirty (30) day free trial of a BaseSpace Sequence Hub Basic Account at the aforementioned link to access, view and download Results. Customer acknowledges that Illumina has no obligation to retain a copy of the Results beyond completion of the Training Course and the Results may not be recoverable from Illumina’s systems after this date. In the event of loss of the Results by the Customer after expiry of the Training Course, Illumina shall have no further obligation to deliver the Results to the Customer. Customer hereby grants Illumina a worldwide, royalty-free, fully paid up, non-exclusive, perpetual, irrevocable license, with the right to sublicense, all Intellectual Property Rights in the Results, to use such Results for its internal business purposes and to improve Illumina’s Training Courses. Illumina’s use of the Results is further clarified in the BaseSpace Privacy Policy located at: <http://eibu.informatics.illumina.com/>.
8. **Research Use Only.** Customer acknowledges that the Samples, Results and Training Courses are provided for research use only. Training Courses are not being performed in a clinical laboratory. The Training Courses and the Results are not an article or accessory intended to be used specifically for the medical purpose of: (i) diagnosis, treatment, prevention, monitoring or alleviation of a disease, injury or disability; (ii) compensation for an injury or disability; (iii) investigation, replacement or modification of the anatomy or a physiological process or state; or (iv) control or support of contraception; and (v) the Results are not intended to be medical advice. The Training Courses have not been subjected to any conformity assessment or other regulatory review or certified, approved or cleared by any conformity assessment body or other regulatory body in any country for diagnostic use or any other purpose.
9. **NO WARRANTY.** ALL INFORMATION PROVIDED DIRECTLY OR INDIRECTLY THROUGH A TRAINING COURSE (INCLUDING, WITHOUT LIMITATION, THE RESULTS) ARE PROVIDED TO CUSTOMER ON AN “AS IS” BASIS, AND ILLUMINA, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CARE AND SKILL, ACCURACY, UTILITY, OR NON-INFRINGEMENT WITH RESPECT THERETO.
10. **Indemnification.**
- 10.1 **Indemnity.** Customer shall indemnify and hold harmless Illumina, its Affiliates and their respective 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: (i) pertaining to infringement of such third party’s valid and enforceable Intellectual Property Rights resulting from Customer’s providing of the Samples, information and other materials; (ii) arising out of a breach of Customer’s obligations in Section 6.4 (Regulatory Compliance) and Section 13.1 (Anonymity of Samples); and (iii) arising out of any actions Customer has taken based on its analysis, interpretation, or use of the Results and any other information provided by Illumina under these terms and conditions and Customer shall pay all settlements entered into, and all final judgments and costs (including reasonable attorneys’ fees) awarded against Illumina (and Customer, as the case may be) in connection with any such action.
- 10.2 Customer’s indemnification obligation pursuant to this Section 10 is subject to Illumina: (i) notifying the Customer promptly in writing of such action; (ii) giving the Customer party exclusive control and authority over the defense and settlement of such action, (iii) not admitting infringement of any Intellectual Property Right without the Customer’s prior written consent; (iv) not entering into any settlement or compromise of any such action without the Customer’s prior written consent; and (v) providing all reasonable assistance to the Customer (provided that the Customer reimburses Illumina for its reasonable out-of-pocket expenses incurred in providing such assistance).
11. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS, DATA OR BUSINESS, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED BY SUCH PARTY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS (OR THE TERMINATION HEREOF), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT ((INCLUDING NEGLIGENCE)), MISREPRESENTATION, STATUTORY DUTY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF PROSPECTIVE PROFITS OR ANTICIPATED SALES, OR ON ACCOUNT OF EXPENSES, INVESTMENTS, OR COMMITMENTS IN CONNECTION WITH THE BUSINESS OR GOODWILL OR OTHERWISE). ILLUMINA’S TOTAL AND CUMULATIVE LIABILITY ARISING UNDER OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STATUTORY DUTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE FEES PAID FOR TRAINING COURSES UNDER THESE TERMS AND CONDITIONS. THE LIMITATIONS SET

FORTH IN THIS SECTION 11 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. NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT LIABILITY OF A PARTY OR ITS AFFILIATES FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FRAUD.

- 12. Confidentiality.** Each Party shall maintain in confidence, and shall not disclose to any third party, nor use for any purpose other than as required for the provision and receipt of Training Courses or as otherwise provided herein, Confidential Information of the other Party. For the avoidance of doubt, these terms and conditions, the source and identity of Samples, the Results, and the details of the methods, materials or processes used by Illumina in the performance of the Training Courses which, by their very nature or the circumstances in which imparted, would reasonably be deemed confidential, shall be considered Confidential Information whether or not so marked. Each Party agrees that it shall not permit the duplication, use or disclosure of any such Confidential Information to any person (other than its own Affiliates, employees, agents or sub-contractors where the same requires such information for the performance of these terms and conditions) unless such duplication, use or disclosure is specifically authorised in writing by the other Party, or is required by the operation of law. The Parties shall take all reasonable steps to ensure that their Affiliates, employees, agents and sub-contractors who have access to the Confidential Information keep the Confidential Information confidential. No Party shall use any other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with these terms and conditions. Confidential Information does not include information that is: (i) already lawfully known to the receiving party at the time of disclosure hereunder; (ii) now or hereafter becomes publicly known other than through breach of these terms and conditions; (iii) is disclosed to the receiving party by a third party that the disclosing party reasonably concluded was under no obligation of confidentiality to the disclosing party with respect thereto; or (iv) is independently developed by or for the receiving party without reliance on the Confidential Information of the disclosing party. The obligations of confidentiality contained in this Section 12 shall remain in force for a period of no less than three (3) years from the date of receipt.
- 13. Data Protection.**
- 13.1 Anonymity of Samples.** Customer acknowledges that Illumina deems of utmost importance the privacy and anonymity of any individual that is the subject of the Samples. Therefore: (i) Customer shall not disclose or provide to Illumina any Personal Data (as that term is defined in the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) of any individual that is the subject of the Samples (*i.e.*, the Samples must be pseudonymized); and (ii) shall comply with all legal, regulatory, and contractual obligations with respect to the privacy of the individual that is the subject of such Sample.
- 13.2 Customer Data.** Illumina shall not sell, trade or otherwise disclose to third parties or other customers of Illumina any account information, including contact information, of Customer. Customer acknowledges and agrees that Illumina is entitled to maintain and use a database of orders and account information pertaining to Customer for purposes of order processing, maintaining records and assisting with future orders of Customer.
- 13.3** To the extent each Party processes any personal data in connection with these terms and conditions, each Party shall comply at all times with the Data Protection Act 1998 and, from 25 May 2018 with the General Data Protection Regulation (Regulation (EU) 2016/679). For more information, please visit Illumina's privacy policy located at: <https://www.illumina.com/company/legal/corporate-privacy-policy.html>.
- 14. Force Majeure.** Illumina shall not be in breach of these terms and conditions nor liable 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, any action taken by a government or regulatory authority, actual or threatened acts of war, terrorism, civil disturbance or insurrection, sabotage, labor shortages or disputes, failure or delay in delivery by Illumina's suppliers or subcontractors, transportation difficulties, interruption or failure of any utility service, raw materials or equipment, or Customer's fault or negligence. In the event of any such delay, the provisions in Section 5.3 shall apply.
- 15. Notices.** All notices required or permitted under these terms and conditions shall be in writing and shall be deemed received when: (a) delivered personally; (b) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or ten (10) business days for international mail); or (c) one (1) business day after deposit with a commercial express courier specifying next day delivery or, for international courier packages, two (2) business days after deposit with a commercial express courier specifying 2-day delivery, with written verification of receipt.
- 16. General. Governing Terms.** These terms and conditions exclusively govern the ordering, purchase, supply, and use of the Training Course(s) identified in the relevant Quotation, and its terms shall prevail and override any conflicting, amending and/or additional terms contained in any Customer purchase orders, invoices or similar documents, which are hereby

rejected unless otherwise expressly agreed in writing by Illumina and are deemed null and void. Invalidity. If any provision or part-provision of these terms and conditions is held invalid, illegal or unenforceable, it shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of these terms and conditions will continue in full force and effect. No Partnership. Nothing in these terms and conditions shall constitute or create a joint venture, partnership, or any other similar arrangement between the Parties. No Party is authorized to act as agent for the other Party hereunder except as expressly stated in these terms and conditions. Assignment. Customer shall not assign or transfer these terms and conditions or any rights or obligations under these terms and conditions, whether voluntary, by operation of law or otherwise, without the prior written consent of Illumina. Illumina may assign or transfer its obligations under these terms and conditions to its Affiliates. Any assignment or transfer of these terms and conditions 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. Entire Agreement. These terms and conditions, together with its applicable Quotation(s) and Documentation, represent the entire agreement between the Parties regarding the provision of Training Courses and supersedes all prior discussions, communications, agreements, and understandings of any kind and nature between the Parties. Each Party agrees that it shall have no right or remedy (other than for breach of contract) in respect of any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these terms and conditions. Nothing in this Section 16 shall exclude or limit liability for fraud. Amendments. No amendment to these terms and conditions will be effective unless in writing and signed by both Parties. No waiver of any right, condition, or breach of these terms and conditions will be effective unless in writing and signed by the Party who has the right to waive the right, condition or breach and delivered to the other Party. Except as expressly provided in these terms and conditions, the rights and remedies of each party under these terms and conditions are cumulative and not exclusive of any rights or remedies provided by law or regulation. Third Parties. Except as provided for in these terms and conditions, no term of these terms and conditions is enforceable by a person or entity that is not a party to these terms and conditions. Governing Law. These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed and construed in accordance with the laws of the country of the Illumina entity providing the Training Courses, as specified on a Quotation. As a non-limiting example, If Illumina France SARL is the entity providing the Training Courses, the laws of France shall apply. Each Party irrevocably agrees that the courts of such country shall have exclusive jurisdiction to settle any dispute or claim under or in connection with these terms and conditions or its subject matter or formation. These terms and conditions have been drafted in English and the English language version shall prevail where these terms and conditions have been translated into another language.

**[End of terms and conditions]**