

## **GENEWIZ Terms & Conditions**

Where a Master Service Agreement (“Agreement”) is in effect, the terms and conditions of the Agreement hereby incorporated by reference into this quotation. Where conflicts exist, the terms and conditions of such Agreement shall control.

### Project Performance

GENEWIZ shall provide facilities, supplies, and staff necessary to complete the project as provided in the quotation. GENEWIZ may subcontract any portion of the services to any of its Affiliates hereunder without the prior written consent of CLIENT, provided GENEWIZ remains liable for the performance of its Affiliate.

### Project Completion

Upon completion of the project, all applicable materials in the possession of GENEWIZ will be discarded unless otherwise agreed upon in writing.

### Ownership

At all times, samples shall remain the property of CLIENT.

### Transportation and Logistics

#### Shipments to GENEWIZ via a Common Carrier

GENEWIZ will receive shipments from CLIENT per GENEWIZ’s procedures. GENEWIZ will not be responsible or accept liability for materials lost, damaged or compromised in transit from CLIENT to GENEWIZ.

#### Shipments from GENEWIZ via a Common Carrier

In the event GENEWIZ has agreed to ship materials to a CLIENT, GENEWIZ will package materials using appropriate packaging and in accordance with prevailing regulations. All transportation and associated costs will be at CLIENT’s expense. GENEWIZ will not be responsible or accept liability for materials lost, damaged, or compromised in transit due to carrier’s negligence from GENEWIZ to CLIENT.

### Records

GENEWIZ will maintain complete and accurate written and electronic records, accounts, notes, reports and data relating to its performance (the “Records”). Except as otherwise agreed in writing by the Parties, GENEWIZ will retain a copy of the Records containing experimental descriptions and data generated from this quotation for a period of up to one (1) year from their generation. After this time and on request by CLIENT, GENEWIZ shall provide to CLIENT all Records obtained from the work performed under the terms of this agreement; provided, however, that should CLIENT request a copy of the Records prior to this one-year period, GENEWIZ shall promptly provide CLIENT such copy of the Records at CLIENT reasonable expense. Should these files not be requested by CLIENT three months after the expiration of the one-year period above mentioned, GENEWIZ will be entitled to destroy them.



Communication of Records and Record Retention. GENEWIZ will timely communicate all Records to CLIENT to the extent required. Records that GENEWIZ retains will be available for CLIENT review at CLIENT request and expense.

#### Fees and Billings

CLIENT will pay and/or reimburse GENEWIZ all sums owed hereunder according to the quotation. CLIENT will be invoiced upon delivery of the results or as otherwise agreed to. Invoices shall be due and payable in the currency where services were rendered.

Any late payment by CLIENT will result in GENEWIZ being entitled to collect a one percent (1%) monthly interest charge to the amount outstanding. CLIENT shall also be responsible for reasonable attorneys' fees and other costs of collection, if any, incurred by GENEWIZ in attempting to collect any amounts due from CLIENT.

GENEWIZ reserves the right to require from CLIENT full or partial payment in advance, or other security, that is satisfactory to GENEWIZ, at any time that GENEWIZ believes in good faith that CLIENT's financial condition does not justify the terms of payment specified.

All claims for monies due or to become due from the CLIENT under this quotation are subject to deduction by GENEWIZ for any setoff or counterclaim that GENEWIZ may have against the CLIENT.

#### Compliance with Government Regulations

GENEWIZ will perform each project in accordance with the quotation and in accordance with all applicable federal, state and local laws, rules and regulations.

#### Independent Contractor

GENEWIZ shall perform the quotation as an independent contractor of CLIENT and shall have complete and exclusive control over GENEWIZ's Facilities and its equipment, employees and agents. Nothing in this quotation, any attachment hereto nor any other written agreements made pursuant hereto shall constitute GENEWIZ, or anyone furnished or used by GENEWIZ in the performance of services hereunder, an employee, joint venturer, partner or servant of CLIENT.

#### Default

If GENEWIZ is in default of any of its material obligations under this quotation, CLIENT shall promptly, after becoming aware of such default, notify GENEWIZ in writing of such default. GENEWIZ shall have a period of thirty (30) days from the date of receipt of such notice within which to cure such default. If such default cannot be cured within thirty (30) days, and CLIENT determines that GENEWIZ is demonstrating its best efforts to cure such default, CLIENT shall extend GENEWIZ's cure period by an additional sixty (60) days; *provided, however*, that if GENEWIZ fails to cure such breach within the specified cure periods, this quotation shall, at CLIENT's option and upon written notice to GENEWIZ, immediately terminate.

If CLIENT is in default of any of its material obligations under this MSA including for non-payment, GENEWIZ shall promptly notify CLIENT in writing of such default. CLIENT shall have a period of thirty (30) days from the date of receipt of such notice within which to cure such default. If such default cannot be



cured within thirty (30) days, and GENEWIZ determines that CLIENT is demonstrating its best efforts to cure such default, GENEWIZ shall extend CLIENT's cure period by an additional sixty (60) days; *provided, however,* that if CLIENT fails to cure such breach within the specified cure periods, this quotation shall, at GENEWIZ's option and upon written notice to CLIENT, immediately terminate.

In the event of termination due to the default of CLIENT, GENEWIZ may, at its sole discretion, either (i) return all CLIENT materials in the possession of GENEWIZ to CLIENT at CLIENT's expense or (ii) destroy all GENEWIZ's samples at CLIENT's expense. In either case, CLIENT shall continue to be responsible for any fees incurred by GENEWIZ prior to termination or fees incurred by GENEWIZ to wind-down any services.

### Intellectual Property

**Pre-existing Intellectual Property.** As used in this quotation, the term "Intellectual Property" refers to proprietary methods, discoveries, inventions, patents, trade secrets, copyrights, trademarks, service marks, trade dress, compositions, products, procedures, know-how, data, reports, programs, processes, protocols, written or electronic writings, illustrations, images, and any other form of proprietary rights. Neither party will, as a result of this quotation, acquire any right, title, or interest in any Intellectual Property that the other party owned or controlled as of the effective date of, or that the other party obtains ownership or control of separate and apart from the performance of, this quotation (each party's "Pre-existing Intellectual Property").

**New Intellectual Property.** CLIENT will own all right, title, and interest in the data and results generated by GENEWIZ during the course of performance of this quotation, any and all Intellectual Property and other work product, including all improvements to the materials, that GENEWIZ conceives, invents, reduces to practice, develops or makes, solely or jointly with CLIENT or others, in the course of performance of this quotation or as a result of receipt of CLIENT Confidential Information (collectively, the "New CLIENT Intellectual Property"). GENEWIZ hereby assigns, and will continue to assign to CLIENT, all of its right, title and interest in any New CLIENT Intellectual Property. GENEWIZ will use all reasonable effort to promptly disclose to CLIENT in writing all New CLIENT Intellectual Property. GENEWIZ will execute and will require GENEWIZ'S personnel involved in the performance of the Services to execute, any documents required to confirm CLIENT ownership of the New CLIENT Intellectual Property, and any documents required to apply for, maintain and enforce any patents or other rights in the New CLIENT Intellectual Property. Upon CLIENT request and at CLIENT's reasonable expense, and at no cost to GENEWIZ, GENEWIZ will assist CLIENT as may be necessary to apply for, maintain and enforce any patents or other rights in the New CLIENT Intellectual Property.

Notwithstanding the foregoing, CLIENT agrees that GENEWIZ's core technologies existing prior to the service shall remain the sole property of GENEWIZ, and that any and all improvements to GENEWIZ's core technologies that are not specifically related to CLIENT materials, whether or not conceived within the performance of services in connection with this quotation, shall be the sole property of GENEWIZ. For the purpose of the present quotation "GENEWIZ's core technologies" means all models, programs, methodologies, know-how and general knowledge possessed by GENEWIZ.

### Force Majeure

Either party shall be excused from performing its respective obligations under this quotation, any attachments hereto or any other written agreements made pursuant hereto, if such party's



performance is delayed or prevented by any event beyond such party's reasonable control, including, without limitation, acts of God, fire, explosion, weather, disease, war, insurrection, civil strife, riots, or government action; *provided, however*, that such performance shall be excused only to the extent of and during such disability. Any time specified for completion of performance falling due during or subsequent to the occurrence of any such event shall be automatically extended for a period of time reasonable under all the circumstances to recover from such disability, as determined in the sole discretion of the disabled party. GENEWIZ will promptly notify CLIENT if, by reason of any of the events referred to herein, GENEWIZ is unable to meet any such time for performance specified.

#### Limitation on Liability

GENEWIZ's TOTAL LIABILITY TO CLIENT FOR DAMAGES ARISING OUT OF OR RELATING TO THIS QUOTATION, OR ANY OTHER WRITTEN AGREEMENT MADE PURSUANT HERETO, SHALL NOT EXCEED, AND GENEWIZ SHALL NOT BE REQUIRED TO PAY, INDEMNIFY OR REIMBURSE CLIENT FOR ANY AMOUNT IN EXCESS OF, THE AMOUNT PAID UNDER THE QUOTATION ON WHICH SUCH LIABILITY IS BASED. CLIENT'S CLAIM FOR A RETURN OF SUCH AMOUNTS PAID SHALL BE CLIENT'S EXCLUSIVE REMEDY FOR ANY DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL ANY PARTY BE ENTITLED TO INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING IN CONNECTION WITH THE DEFAULT OR BREACH OF ANY OBLIGATION OF ANY OTHER PARTY UNDER THIS QUOTATION.

#### Confidentiality

In the course of the performance of this quotation, GENEWIZ and/or CLIENT (as the receiving party) may acquire confidential and proprietary materials and information concerning the other party (the disclosing party), which the disclosing party marks or otherwise identifies in writing as being confidential, including, without limitation, any technical, scientific, or business information, irrespective of the form of communication (the "**Confidential Information**"). Each receiving party of the disclosing party's Confidential Information agrees not to use other than for performance of its obligations under this quotation, nor to transfer or otherwise disclose to any third party, any Confidential Information concerning the other party, unless and except to the extent that such use or disclosure is consented to in writing in advance by the disclosing party. Each party shall (i) give access to such Confidential Information solely to those directors, officers, employees, representatives, agents and advisors (collectively, "**Representatives**") with the need to have access thereto for the party's performance under this quotation and who are bound by obligations of confidentiality similar to and restricted use consistent with those set forth in this quotation, and (ii) take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the party takes with its own Confidential Information, but in no event shall a party apply less than a reasonable standard of care to prevent such disclosure or unauthorized use.

The term "Confidential Information" does not include information which (i) is or becomes generally available to the public other than through the fault of the receiving party, (ii) the receiving party can demonstrate by written records was within the receiving party's possession or otherwise known to the receiving party prior to its being furnished to the receiving party by or on behalf of the disclosing party, provided that the source of such information was not bound by a confidentiality obligation to the disclosing party, (iii) becomes available to the receiving party on a non-confidential basis from a source



other than by or on behalf of the disclosing party, provided that such source is not bound by a confidentiality obligation to the disclosing party, (iv) the receiving party can demonstrate by clear and convincing evidence was developed by or on behalf of the receiving party independent of knowledge or information obtained from the disclosing party, or (v) is required by applicable law to be disclosed to a governmental authority, *provided, however*, that to the extent permitted by applicable law, the receiving party shall use its best efforts to obtain the agreement of such above-mentioned authority to maintain the confidentiality of any such information and shall give the disclosing party prompt notice of such required disclosure in order to allow the disclosing party to seek protective treatment of such information.

#### Governing Law

This quotation shall be interpreted in accordance with and governed by the laws of Delaware.

#### Assignment

Neither this quotation nor the rights or obligations arising hereunder may be assigned or transferred by either party without the prior written consent of the other party, and any attempted assignment or transfer without such written consent shall be of no force or effect; *provided, however*, that GENEWIZ may assign this quotation, without such consent, in connection with the transfer or sale of all or substantially all of its assets, stock or business or its merger or consolidation with another company or entity. Subject to the restrictions contained in the preceding sentence, this quotation shall be binding upon the successors and assigns of the parties.

#### Entire Agreement

This quotation, together with all attachments hereto and any other written agreements executed by the parties pursuant hereto, represent the entire understanding between the parties with respect to the subject matter hereof and thereof.