

LABORATORY SERVICES AGREEMENT

This Laboratory Services Agreement (“Agreement”) is made and entered into as of __ March 4th 2024 _____ (“Effective Date”) by and between Active Motif Inc. with its principal office located at 1914 Palomar Oak Way, Suite 150, Carlsbad, CA 92008 (“Laboratory”) and Institute of Biophysics of the CAS, v. v. i., with offices located at Královopolská 135, 612 00 Brno, Czech republic (“Customer”). Laboratory and Customer are each referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS Customer desires to retain the services of Laboratory from time to time to perform certain laboratory services and Laboratory desires to provide such services.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is agreed as follows:

ARTICLE 1: DEFINITIONS

- 1.1 “Confidential Information” is defined in Section 8.1.
- 1.2 “Inventions” is defined in Section 5.1.
- 1.3 “Materials” means any tangible materials provided by Customer to Laboratory under this Agreement or any SOW.
- 1.4 “Person” means any person or entity, including any individual, trustee, corporation, partnership, trust, unincorporated organization, limited liability company, business association, firm, joint venture or governmental agency or authority.
- 1.5 “Records” is defined in Section 4.1.1.
- 1.6 “Reports” means any reports or documentation prepared by Laboratory pursuant to Section 2.3.
- 1.7 “Services” means the services to be performed by Laboratory for the benefit of Customer under this Agreement, including the testing and analysis of Materials and the generation and delivery of any Reports, as further defined from time to time in a SOW.
- 1.8 “SOW” is defined in Section 2.1.
- 1.9 “Third Party” means any Person other than a Party to this Agreement.

ARTICLE 2: STATEMENTS OF WORK; PERFORMANCE OF SERVICES; REPORTS

2.1 Statements of Work.

2.1.1 Statements of Work. All Services to be performed under this Agreement, including any specifications, deliverables and/or acceptance criteria, therefore, shall be set forth in a Statement of Work (“SOW”), in the form attached hereto as Appendix A, which shall be agreed to and signed by the Parties. This Agreement, together with each individual SOW (including any attachments or schedules thereto), but separate and apart from any other SOW, shall constitute the entire agreement between the Parties for the performance of any Services defined in the applicable SOW.

2.1.2 The performance of all Services shall be controlled by the terms and conditions of this Agreement (including any applicable SOW). The terms and conditions of any business forms used by the parties for the purposes of issuing orders or samples, invoicing, delivering Reports, or otherwise shall not form part of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and any SOW or other form or agreement used by the parties in connection with the performance of any Services, the transmittal of any Samples, or otherwise, the terms and conditions of this Agreement shall control.

2.2 Performance of Services.

2.2.1 Laboratory shall perform the Services in accordance with the terms and conditions of this Agreement and the applicable SOW. Any deliverables required by the SOW shall be shipped to the address designated therein EXW (INCOTERMS 2010) Laboratory’s facility.

2.2.2 The Services shall use such personnel, methods, procedures, and resources specified in the applicable SOW. All Services shall be conducted in a professional and competent manner, in compliance with all applicable laws, ordinances, rules, regulations and guidelines.

2.2.3 Services are priced and provided on a time and materials basis and Laboratory agrees only that the contracted tasks and experiments will be carried out in accordance with prevailing industry practices and any acceptance criteria if expressly set forth in the relevant quotation or SOW document signed by Active Motif. Services are experimental in nature and therefore no warranties regarding services are made, express or implied. Specifically, no particular timeline, outcome, results or performance of deliverable(s) is promised or guaranteed.

2.2.4 Active Motif SA guarantees to inform the customer by email notification that Active Motif has received the samples, and the samples are "in good condition", i.e. especially frozen on dry ice. The customer will receive a 1st notification once the samples arrive in Belgium (Active Motif SA, Waterloo Atrium, Dreve Richelle 167 - boîte 4, BE-1410 Waterloo, Belgium) and a 2nd notification once the samples arrive at the laboratory in the US. In addition, Active Motif undertakes to keep samples frozen in the lab until Hi-C analysis is initiated. If the samples are not received in the required condition, Active Motif will immediately inform the customer of this situation and will not use the degraded samples for Hi-C analysis. The next steps will be discussed with the customer.

2.2.5 In the event Laboratory fails to carry out the Services in accordance with prevailing industry standards or the acceptance criteria stated in the SOW, upon Customer's request to do so, Laboratory will, as Customer's sole and exclusive remedy, conduct again, at its own cost and within a reasonable period of time, that part of the work affected by such error.

2.3 Reports. Laboratory shall prepare and deliver to Customer, in a timely fashion, all reports and other documentation required under a SOW. In addition, upon completion of any Services, Laboratory shall prepare and provide to Customer a final written report if and as specified in the SOW describing, in a scientific and detailed manner, its activities in the course of providing the Services and the results obtained therefrom.

ARTICLE 3: PAYMENTS

3.1 Costs. As the only consideration due Laboratory for Services rendered pursuant to a SOW and satisfactorily completed, Customer shall pay Laboratory the amount for such Services agreed to and set forth in the applicable SOW.

3.2 Invoicing. Upon completion of the Services, or as otherwise set forth in the SOW, Laboratory shall submit to Customer a written invoice detailing the amounts due to Laboratory for the performance of the Services detailed in a SOW.

3.3 Payment. Within 30 days of receipt of an invoice issued pursuant to Section 3.2 Customer shall pay to Laboratory the invoiced amount. Notwithstanding the foregoing, Laboratory shall not be entitled to payment for invoiced amounts in excess of the costs for any Services specified in the applicable SOW, unless Laboratory has obtained prior written authorization from Customer for such excess costs. Late payments shall bear interest at the lesser of 1.5% or the maximum legal rate.

ARTICLE 4: RECORD KEEPING; INSPECTIONS

4.1 Records.

4.1.1 Laboratory shall maintain complete and accurate records, in appropriate detail in accordance with its standard operating procedures and, if and as specified in the SOW, for patent and regulatory purposes, fully and properly reflecting all Services performed by it and the results thereof, including, without limitation, such data and materials as are required to be maintained pursuant to any applicable law, ordinance, rule, or regulation, and any applicable SOW ("Records").

4.1.2 To the extent practical, all Records shall be kept separately from documentation and materials associated with other Laboratory activities.

4.1.3 Laboratory shall maintain the Records for two (2) years, or such other longer amount of time as is required by any law, ordinance, rule, or regulation or the applicable SOW. Upon Customer's request, and at Customer's expense, Laboratory shall deliver to Customer all original Records, or if requested by Customer, certified, or authenticated complete legible copies of such Records.

4.1.4 Access to all Records, for inspection and copying, shall be made available by Laboratory to Customer or Customer's designee at mutually agreeable times and places during normal business hours.

4.2 Regulatory Inspections.

4.2.1 Laboratory shall notify Customer within twenty-four (24) hours of receipt of any notice or other indication of any government or regulatory authority inspection, investigation, or other government inquiry (other than routine facility inspections that are not "for cause" nor specific to the Services), or other notice or communication of any type, involving the Services, Materials or Records.

4.2.2 Laboratory and Customer shall cooperate with each other during any such inspection, investigation, or other inquiry, including allowing, upon reasonable request, a representative of Customer to participate during such inspection, investigation, or other inquiry, and providing copies of all documents related thereto.

4.2.3 Laboratory and Customer shall discuss any response to observations or notifications received in connection with any such inspection, investigation, or other inquiry and each shall give the other an opportunity to comment upon any proposed response before it is made.

4.2.4 The Parties shall attempt to resolve any disagreement concerning the form or content of a response as soon as possible by mutual agreement; provided, however, that in the event the Parties cannot agree on a resolution within three (3) business days, Customer shall have sole discretion in deciding the appropriate form and content of any response to the extent directly relevant to the Services or the Materials.

4.2.5 Laboratory shall secure for Customer access to the facilities of any Third Party involved in the performance of any Services during any scheduled inspections of such Third Party's facilities or records by any government or regulatory authority (other than routine facility inspections not "for cause" or specific to the Services).

4.3 Access to Facilities. Representatives of Customer may, upon reasonable notice and at mutually agreeable times during normal business hours, visit any facilities where Services are provided and consult informally, during such visits and by telephone, concerning the Services.

ARTICLE 5: OWNERSHIP; INTELLECTUAL PROPERTY

5.1 Ownership and Assignment. As between Laboratory and Customer, Customer shall own (and Laboratory hereby assigns to Customer) all right, title and interest in and to all intellectual property created in the performance of any Services that arise from the Materials or from Customer's Confidential Information regardless of whether such intellectual property was conceived, reduced to practice or otherwise created or authored solely by Laboratory or jointly by Laboratory and Customer or a Third Party ("Inventions").

5.2 Further Assurances. Laboratory shall promptly disclose to Customer all Inventions. Laboratory shall assist Customer, at Customer's expense, to further evidence and record such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned. If any part of

a tangible deliverable hereunder (not including Records and Reports) cannot be fully exploited without violating intellectual property rights owned or licensed by Laboratory and not assigned hereunder, Laboratory hereby grants Customer a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable license to fully exploit and exercise all such intellectual property rights, *provided however* that such license shall not extend to any goods or services that compete with Laboratory's goods or services.

5.3 Retained Rights. No rights are granted to Laboratory under any intellectual property owned or controlled by Customer, except to the extent strictly necessary to allow Laboratory to perform the Services and fulfill its obligations under this Agreement. Upon completion of such Services or fulfillment of such obligations, or expiration or termination of this Agreement, the limited rights granted to Laboratory under this Section 5.3 shall immediately terminate. Laboratory retains all rights to its pre-existing intellectual property and to intellectual property made by it or its agents, except Inventions as defined above.

ARTICLE 6: REPRESENTATIONS; DISCLAIMERS; INDEMNIFICATION

6.1 Laboratory Representations. Laboratory hereby represents and warrants to Customer that:

6.1.1 Laboratory has the full right, power and authority, and has obtained all approvals, permits or consents necessary, to enter into this Agreement and to perform all of its obligations hereunder.

6.1.2 Laboratory has not, prior to the Effective Date, entered into and shall not, following the Effective Date, enter into any agreement and has not granted any now existing, or agreed to grant any future, license, right or privilege which agreement, license, right or privilege conflicts in any way with this Agreement or Laboratory's obligations hereunder.

6.2 DISCLAIMER. THE CONFIDENTIAL INFORMATION (INCLUDING ANY MATERIALS) SUPPLIED BY CUSTOMER TO LABORATORY IS BEING SUPPLIED "AS IS" AND CUSTOMER MAKES NO WARRANTIES WITH REGARD THERETO. EACH PARTY DISCLAIMS ALL WARRANTIES EXCEPT THOSE SET FORTH IN SECTION 6.1 ABOVE, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

6.3 Indemnification by Laboratory. Laboratory shall defend, indemnify and hold harmless Customer, and its officers, directors, employees and agents, from and against any and all third-party liabilities, claims, demands, suits, actions and expenses, including reasonable attorneys' fees (collectively, "Damages"), arising out of or in any way attributable to (a) the breach of this Agreement, of any laws or regulations, or of any representation or warranty made, by Laboratory under this Agreement (b) any negligence or willful misconduct of Laboratory.

6.4 Indemnification by Customer. Customer shall defend, indemnify and hold harmless Laboratory, and its officers, directors, employees and agents, from and against any and all third-party Damages, arising out of or in any way attributable to (a) Customer's use, sale, marketing,

labeling, storage, disposal or distribution of any deliverables or Inventions hereunder (including Records and Reports) (b) any breach by Customer of this Agreement, of any representation or warranty made, or of any laws or regulations (c) any negligence or willful misconduct of Customer.

ARTICLE 7: TERM AND TERMINATION

7.1 Term. The term of this Agreement (the “Term”) shall commence on the Effective Date and, unless sooner terminated by mutual agreement or pursuant to any other provision of this Agreement, shall terminate five (5) years from the Effective Date.

7.2 Default. Either Party may terminate this Agreement for any material breach by the other Party, provided that the terminating Party give the breaching Party written notice of such breach and the breach remains uncured after the expiration of thirty (30) days after such written notice was given.

7.3 Termination for Convenience. Either party may terminate this agreement at any time, with or without cause, upon thirty (30) days advanced written notice to the other, provided that any accrued obligations hereunder or under a signed SOW shall survive.

7.4 Effect of Termination or Expiration. Termination or expiration of this Agreement through any means and for any reason shall not relieve the Parties of any obligation accruing prior thereto and shall be without prejudice to the rights and remedies of either Party with respect to any antecedent breach of any of the provisions of this Agreement. Any termination by Laboratory shall not relieve Laboratory of its obligation to complete any Services initiated as of the date of termination. Any termination shall not relieve Customer of its payment and other obligations for Services performed up to the effective date of such termination, and in the case of termination by Customer, Customer shall reimburse Laboratory for all non-cancellable commitments made prior to notice of such termination. If this Agreement is terminated prior to the initiation of any Services, Laboratory shall refund to Customer all amounts paid to Laboratory for such Services.

7.5 Survival. Articles 1, 2, 4, 5, 6, 8 and 9 shall survive expiration or termination of this Agreement for any reason.

ARTICLE 8: CONFIDENTIAL INFORMATION

8.1 Confidential Information. Neither party shall use, for any purpose other than the purpose of this Agreement, reveal or disclose to any Third-Party information or materials disclosed or provided by one party to the other (including any Materials) or any Records or Reports (collectively, “Confidential Information”) without the prior written consent of the disclosing party. This confidentiality obligation shall not apply to such information and materials which (i) are or become a matter of public knowledge, through no fault of receiving party; (ii) receiving party can demonstrate, by written documentation existing at the time of disclosure or provision, were in its possession without any obligation of confidentiality prior to the disclosure or provision by receiving party; (iii) are disclosed non-confidentially to receiving party by a Third Party having the right to do so; or (iv) are independently developed by employees of receiving party without reference to the Confidential Information disclosed by disclosing party.

8.2 Exceptions. Notwithstanding the foregoing, receiving party may disclose Confidential Information if required by applicable law, rule, regulation, government requirement and/or court order provided that receiving party, if permitted and practicable, promptly notifies disclosing party of its notice of any such requirement and provides disclosing party a reasonable opportunity to seek a protective order or other appropriate remedy at disclosing party's expense.

8.3 Certain Obligations. Each party agrees:

- (a) to use Confidential Information only for the purposes contemplated under this Agreement,
- (b) to treat the Confidential Information as it would its own proprietary information which in no event shall be less than a reasonable standard of care,
- (c) to take all reasonable precautions to prevent the disclosure to the Confidential Information to a Third Party, and
- (d) to only disclose the Confidential Information to those employees and consultants who have a need to know such Confidential Information for the purposes set forth herein and who are subject to obligations of confidentiality substantially similar to those set forth herein.

8.4 Disclosures and Public Announcements. Neither party shall issue any press release or other publicity materials or make any public presentation or representation with respect to the existence of, or any of the terms or conditions of, this Agreement without the prior written consent of the other.

8.5 Termination. Upon the request of disclosing party, receiving party shall promptly return to Customer all Confidential Information (including any Materials), and shall return or destroy, and document the destruction of, all summaries, abstracts, extracts, or other documents which contain any Confidential Information in any form, except that receiving party shall be permitted to retain a copy (or copies, as necessary) of such Confidential Information as required by any law or regulation.

8.6 Ownership. All Confidential Information disclosed, including the Materials, Records and Reports, are and shall remain the property of disclosing party.

ARTICLE 9: MISCELLANEOUS

9.1 Assignment and Delegation. This Agreement and the Services contemplated hereunder are personal to the parties and shall not be assigned, transferred, or subcontracted by either party without the prior written consent of the other party. Any assignment, transfer or subcontracting of this Agreement in violation of this Section 9.1 shall be null and void. A party may nevertheless assign or transfer all of its rights and obligations under this Agreement to a wholly owned subsidiary or in connection with a sale or transfer of substantially all of its business to which this Agreement relates. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assignees.

9.2 Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the subject matter hereof, and all prior understandings, representations and warranties between the Parties are superseded by this Agreement.

9.3 Amendments. Changes and additional provisions to this Agreement, including the SOW(s), shall be binding on the Parties only if mutually agreed upon, laid down in writing and signed by both Parties.

9.4 Applicable Law & Venue. This Agreement shall be construed and interpreted in accordance with the laws of California and all rights and remedies shall be governed by such laws without regard to principles of conflicts of law. The exclusive venue for any legal actions or dispute resolution related to the Services shall be San Diego County, California.

9.5 Severability. The Parties do not intend to violate any public policy or statutory or common law. However, if any sentence, paragraph, clause or combination of this Agreement is in violation of any law or is found to be otherwise unenforceable, such sentence, paragraph, clause or combination of the same shall be deleted and the remainder of this Agreement shall remain binding, provided that such deletion does not alter the basic purpose and structure of this Agreement.

9.6 Notices. All notices and communications related to this Agreement shall be in writing and shall be deemed to have been duly given when delivered (a) by messenger, (b) by telefacsimile (with receipt confirmed) or (c) by overnight courier, in each case to the appropriate address or facsimile number set forth below:

Notices to Customer:

Attention: [REDACTED]
Telephone: [REDACTED]
E-mail: [REDACTED]

Notices to the Laboratory:

Attention: [REDACTED]
Telephone: [REDACTED]
Facsimile: [REDACTED]

Either Party may change its address, telephone or facsimile numbers, or designated contact for notices at any time by sending written notice to the other Party.

9.7 Independent Contractor. Nothing herein shall create any association, partnership, joint venture, fiduciary duty or the relation of principal and agent between the Parties hereto, it being understood that each Party is acting as an independent contractor, and neither Party shall have the authority to bind the other or the other's representatives in any way.

9.8 Waiver. No delay on the part of either Party hereto in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any power or right hereunder preclude other or further exercise thereof or the exercise of any other power or right. No waiver of this Agreement or any provision hereof shall be enforceable against any Party hereto

unless in writing, signed by the Party against whom such waiver is claimed, and shall be limited solely to the one event. Customer's rights and remedies hereunder are cumulative and not exclusive.

9.9 Interpretation. This Agreement has been prepared jointly and no rule of strict construction shall be applied against either Party. In this Agreement, the singular shall include the plural and vice versa and the word "including" shall be deemed to be followed by the phrase "without limitation." The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

9.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which together shall constitute one and the same Agreement. For purposes of executing this Agreement, a facsimile (including a PDF image delivered via email) copy of this Agreement, including the signature pages, will be deemed an original.

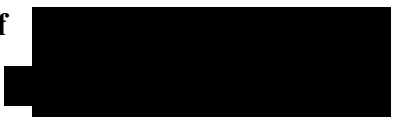
9.11 No Third-Party Beneficiaries. The Parties agree that there are no third-party beneficiaries of any kind to this Agreement.

9.12 Injunctive Relief. Each party acknowledges and agrees that any breach of the intellectual property or confidentiality terms of this Agreement, namely Articles 5 and 8, will constitute immediate and irreparable harm to the other party, which cannot adequately and fully be compensated by money damages and will warrant, in addition to all other rights and remedies afforded by law and this Agreement, injunctive relief, specific performance, and/or other equitable relief.

9.13 Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR LOSS OF USE OR PROFITS OR OTHER COLLATERAL, SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR OTHER DAMAGES, LOSSES, OR EXPENSES, INCLUDING BUT NOT LIMITED TO THE COST OF COVER OR THE COST OF A RECALL IN CONNECTION WITH, OR BY REASON OF THE SERVICES UNDER THIS AGREEMENT WHETHER SUCH CLAIMS ARE FOUNDED IN TORT OR CONTRACT. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES EXCEED THE AMOUNTS TO BE PAID TO LABORATORY FOR THE RELEVANT SERVICES.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representative.

Active Motif

By: 
Name: Estelle Suaud Lefebvre
Title: General Manager, Active Motif EU
Date: 11/03/2024

Customer

By: director
Name: Eva Bártová
Title: Doc., RNDr., Ph.D., DSc.
Date: 06/03/2024

APPENDIX A

SAMPLE STATEMENT OF WORK

This Statement of Work (“SOW”), dated and effective **March 11th, 2024**, submitted in connection with the Laboratory Services Agreement by and between Active Motif SA and Institute of Biophysics of the CAS. dated March 4th, 2024 (“Agreement”), is hereby agreed to by the Parties.

Pursuant to Article 2 of the Agreement, this SOW (including any attachments hereto) shall be governed by the terms and conditions of the Agreement and, if applicable, any modifications to the Agreement agreed to by the Parties and set forth in this SOW under the section below, entitled “Modifications to Agreement.” *Any such modifications shall apply only to this SOW, and not to any previous or subsequent SOWs, unless expressly stated otherwise in such other SOW.*

Modifications to Agreement

INSERT MODIFICATIONS:

Services

Laboratory shall provide the following Services to Customer:

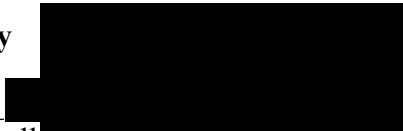
<u>Study Title and Scope</u>	<u>Total Cost</u>
Quote49103: Hi-Services : 4 samples (wt Hela, wt irradiated HeLa, NAT10 KO HeLa and irradiated NAT10 KO HeLa), sequencing depth : PE150, 300 Million Reads (Hi-C Service with 300M reads per sample : TADs and some Looping events)	26,400 €

Compensation/Budget

Customer shall compensate Laboratory for the Services as follows: Twenty-six thousands four hundreds euros.

Any invoices for Services provided pursuant to this SOW shall be submitted to Customer in accordance with the terms and conditions set forth in the Agreement and directed to the attention of : Mgr. Vlastimil Tichý, Ph.D

Laboratory

By: 
Name: Estell
Title: General Manager Active Motif SA
Date: 06/03/2024

Customer

By: director
Name: Eva Bártová
Title: Doc., RNDr., Ph.D., DSc.
Date: 06/03/2024

Quotation Pricing

Name	██████████	Quote Number	00049103
Address	Institute of Biophysics of the CAS, v. v. i., Brno Královopolská 135 Brno 612 00 Czech Republic	Created Date	2/8/2024
		Expiration Date	3/8/2024
		Prepared By	██████████
		Active Motif S.A. RPM 0872.640.506 TVA BE 0872.640.506 Bank Account: BNP 001-6874625-20 IBAN BE28 0016 8746 2520 BIC GEBABEBB	

Product Code	Product Description	Units	Unit Price	Total
25092	Hi-C Service 4 samples (wt Hela, wt irradiated HeLa, NAT10 KO HeLa and irradiated NAT10 KO HeLa), sequencing depth : PE150, 300 Million Reads (Hi-C Service with 300M reads per sample (TADs and some Looping events)	4.00	██████████	EUR 26,400.00
Grand Total				EUR 26,400.00

This Quotation is governed by and incorporates Active Motif's Terms & Conditions, which are attached below and can also be viewed at www.activemotif.com/terms-conditions.

Please cite the Quote Number on this quote when placing your order. Unless otherwise stated, this quote is for single use only.

If your institute is not tax exempt, the appropriate VAT will be applied to the final charge on your invoice.

Hi-C data deliverables include:

- FASTQ files
- Juicer output files for visualization of data in Juicebox
- Data QC summary file
- Contact maps
- Summary Report
- WashU Genome browser compatible files

Terms & Conditions

Orders may be placed by phone, fax, email or by mail and, in the United States, on the Active Motif website. (See [How to Place An Order.](#)) The following information is required:

- Name of Institution
- Delivery and Invoice Addresses
- Purchase Order Number or Credit Card Number (inquire)
- Product Catalog Number and Description
- Quantity/Size of Product
- Name of End User (optional, but preferred)
- Telephone Number
- VAT Exemption Certificate or E.C. Equivalent

By placing an order, you agree as follows:

Pricing and Payment Terms

Prices are generally subject to change without notice; prices listed in a mutually signed quotation are valid until the quotation is completed or terminated, however if the quotation is for an indefinite period of performance, prices therein are valid for 6 months from its effective date. Payment terms are Net 30 days from receipt of invoice. Past due payments shall accrue interest at the rate of 1.5% per month or the maximum legal rate, whichever is lower. Invoices may be issued for services as tasks are completed. These terms shall prevail, notwithstanding any purchase order or other terms. Active Motif does not agree and is not bound by any other terms or conditions that have not been expressly

agreed to in a signed writing by a duly authorized officer of Active Motif. Sales, use, VAT and other taxes are not included in quoted prices and will be added to your invoice.

Shipping

All orders and services deliverables are shipped FCA (INCOTERMS 2020) Active Motif, Inc.'s or its affiliate's shipping facility and all products and services are deemed sold and delivered at such facility. Shipping and handling costs are prepaid and added to the invoice. Active Motif reserves the right to select the packaging and shipping method, which will ensure the stability of product and efficient shipment tracking. If an alternate shipping method is specified, Active Motif may charge a handling fee. Domestic orders normally ship by overnight air express.

Order Confirmation and Duplication

Written confirmation of a telephone or fax order is not required. However, if confirmation of an order is sent, it should be prominently marked, "CONFIRMING ORDER, DO NOT DUPLICATE." Duplicate shipments due to incorrectly marked confirming orders will be subject to a Returned Goods Charge of 20% of the List Price(s) of the product(s) returned, plus shipping and handling charges. Full credit cannot be issued for returned goods as all products are perishable and the quality of returned goods cannot be assured.

Permitted Use; Resale Prohibited

In the absence of an express written agreement to the contrary, all products are sold and services deliverables are provided by Active Motif for (a) internal in vitro research purposes only and (b) the exclusive use of the original purchaser, and are not to be resold. You agree not to reverse engineer or otherwise attempt to discover the structure or composition of products or services deliverables unless we otherwise agree in writing.

Claims and Returns

Any claims for credit or return goods requests must be made in writing and received by us within 10 days of receipt of the goods. Active Motif will not accept returned products without prior authorization. No credit will be issued for product returned without prior authorization. To obtain return goods instructions, please contact our Customer Service Department. If an error by Active Motif results in shipment of an incorrect order, Active Motif will, at its option, either ship a replacement order at no charge or credit the customer's account for the original product shipped in error.

If an error by the customer results in the shipment of an incorrect order and is reported to Active Motif within 10 days, the customer may obtain returned goods authorization and return the product(s) for partial credit. Full credit cannot be issued for returned goods as all products are perishable and the quality of returned goods cannot be assured.

Product credit may not be used if you have a net balance due on your account.

For services, any claims for non-conforming services must be made in writing and received by us within 10 days of receipt of the relevant deliverable(s), accompanied by (a) a description of which tasks were not performed properly by Active Motif, i.e. other than as agreed in the quotation or statement of work document and (b) evidence of the non-conformity. In the event services were not performed in the manner stated in such document, Active Motif, as customer's sole and exclusive remedy, will repeat the non-conforming service or portion thereof. In no event will Active Motif be responsible for replacing any customer materials.

Warranty & Indemnity

Product information is subject to change. Before ordering, please review the product specifications as published on our website, or call and request product specifications from Active Motif or from your distributor. Product information on the website reflects, in general, the applications and conditions for use. Products should be used in accordance with the documentation shipped with the product. Active Motif reserves the right to change product specifications without prior notification. All products supplied by Active Motif are warranted for 6 months from receipt to meet or exceed our published specifications when used under normal conditions in your laboratory. Should any product fail during the warranty period to perform as warranted, upon notification, Active Motif shall promptly replace it, free of charge. Our obligation, and your sole remedy, is limited to such replacement of the product or issuance of a product credit or refund of the original purchase price and the shipping and handling charges.

Services are priced and provided on a time-and-materials basis and Active Motif agrees only that the contracted tasks and experiments will be carried out in accordance with prevailing industry practices and any acceptance criteria if expressly set forth in the relevant quotation or statement of work document signed by Active Motif. Services are experimental in nature and therefore no warranties regarding services are made, express or implied. Specifically, no particular timeline, outcome, results or performance of deliverable(s) is promised or guaranteed.

ACTIVE MOTIF DOES NOT MAKE ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THESE PRODUCTS OR SERVICES. IN PARTICULAR, ACTIVE MOTIF DOES NOT MAKE ANY WARRANTY OF SUITABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PRODUCT OR SERVICE. IN NO EVENT SHALL ACTIVE MOTIF BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION, COST OF COVER.

You assume the risk for any use or transfer of products or services deliverables by you or others subsequent to your receipt thereof. You shall, at your own expense, indemnify us, defend us and hold us harmless from and against any and all losses, damages and expenses (including reasonable attorneys' fees and other costs of defending any action) that we may incur as a result of any claim, whether breach of contract or implied warranty, tort claim, or other cause of action, by you, your officers, agents or employees, your successors and assigns, and any third parties including your customers, whether direct or indirect, in connection with your use, labeling, storage or transfer of any of our products or services delivered to you or your use, sale, labeling, storage or transfer of any products or services deliverables resulting therefrom, or by reason of your breach of or failure to perform any of your obligations hereunder.

Governing Law and Venue

This agreement shall be governed by and construed in accordance with the laws of the State of California irrespective of 1) the place of the delivery, 2) the buyer's country/state of residence, or 3) any conflict of laws principles. Any legal proceeding or action related to this contract, Active Motif products or orders shall be heard exclusively in the federal or state courts in San Diego County, California.

Should the foregoing choice of law and/or venue be held invalid, this agreement shall be governed by the laws of Belgium, and any legal proceeding or action related to this contract shall be heard exclusively in the courts sitting in Brussels, Belgium.