



Terms and Conditions of Bioanalytics and Single-Cell (BASiC) Core services

1. **Services and Change Orders.** The Services shall constitute the complete and exclusive definition of the services to be provided by the Bioanalytics and Single-Cell (BASiC) Core. If at any time either Party wishes to propose changes to the Services, that Party shall notify the other Party and submit a proposal referencing the applicable Statement of Work and describing the Services so affected. Such proposal shall be approved or rejected by the non-proposing Party in writing. In the event of any conflict between the provisions of this Agreement and a Statement of Work, these Terms and Conditions shall govern, except in the case where a Statement of Work expressly provides otherwise, in which case such terms shall govern only for that Statement of Work.

2. **Client Obligations.** Client shall (a) provide the BASiC with sufficient quantity and quality of material with which to perform the Services, (b) provide BASiC with all relevant information regarding real or potential hazards known to be associated with the use of any materials supplied to the BASiC, including notification prior to shipment to BASiC if materials are part of any infectious disease study, and (c) comply with all laws and regulations governing the shipment of materials supplied in connection with the Services. The BASiC adheres to all regulations requiring the ethical procurement of tissue. All tissue samples received from Clients must be obtained under such regulations. The BASiC reserves the right to terminate Services if it determines that tissue samples or materials have not been procured subject to ethical guidelines. Under no circumstances should material be sent to the BASiC bearing labels that reveal the identity of the donor. Any material or documents containing identifying information may be returned to Client. The BASiC reserves the right to decline to provide or terminate the Services without liability if the BASiC determines that the Client failed to comply with any Client obligations or if the BASiC determines in its sole discretion that any Client material poses a real or potential hazard associated with its use. The Client warrants that it has all rights necessary to provide material and tissue to the BASiC.

3. **Payment.** Client shall pay to the BASiC the fees and expenses set forth in the applicable Statement of Work within thirty (30) days from the date of each invoice. Custom-manufactured materials and reagents procured on behalf of the client cannot be applied to other client's projects, so the full cost of the custom reagents must be paid by the Client. If, for any reason, any portion of the custom materials is not used to conduct an analysis, the client remains obligated to pay the full cost of the custom reagents and any unused materials or reagents can be delivered to the client upon request. The Client will be invoiced for the custom reagents, when those items are ordered by the BASiC and documentation to support the ordering of the custom reagents is provided to the client. Further provision of Services may be declined without advance notice if the Client fails to make any payment when due. Payment due from the Client may not be withheld or offset by the Client. The BASiC shall be entitled to recover reasonable attorneys' fees incurred by the BASiC as a result of any action or proceeding to collect payments due.

4. **Price.** Prices exclude all insurance, freight, taxes, fees, duties and levies, which shall be payable by Client.

5. **Warranties** EXCEPT AS EXPRESSLY PROVIDED HEREIN, EACH PARTY SPECIFICALLY DISCLAIMS WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

6. **LIMITED LIABILITY.** IN NO EVENT SHALL EITHER PARTY OR ITS AGENTS, PERSONNEL OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, LOSS OF USE BY LAW. IN ADDITION, THE TOTAL AGGREGATE LIABILITY OF BASIC AND ITS AFFILIATES UNDER THESE TERMS AND CONDITIONS SHALL BE LIMITED TO THE FEES PAID BY CLIENT TO BASIC PURSUANT TO THE STATEMENT OF WORK UNDER WHICH ANY LIABILITY



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ARISES. THE TERMS OF THIS SECTION 6 SHALL SURVIVE ANY TERMINATION OF THE STATEMENT OF WORK

7. Amendments; Waiver. Any waiver or modification of these Terms and Conditions shall not be effective unless executed in writing and signed by an authorized representative of the BASiC and the Client. If Client issues a purchase order or other document regarding the Services provided under these Terms and Conditions or any Statement of Work, such instrument shall be deemed for the Client's internal use only, and no provisions contained therein shall have any effect whatsoever upon these Terms and Conditions or Statement of Work or the rights of the Parties hereto.