

Supplemental Terms of Sale for Sequencing Services

These Supplemental Terms of Sale for Sequencing Services (“Service Agreement”), made and entered into as of the date of the applicable quote (“Effective Date”), and set forth below governs the performance of sequencing services (the “Services”) by Parse Biosciences (“Parse”) for Customer.

1. **General.** Parse and Customer are hereby referred to each as a “Party” or collectively referred to as the “Parties.”
2. **Scope of Work**
 - 2.1 Parse is providing reagent kit and sequencing service bundles to furnish sequencing Services for the libraries resulting from the Parse Evercode kits within the bundle. These Services are contingent on Customer sending to Parse the prepared sequencing libraries, including all required information as deemed by Parse (“Required Information”) on or before two weeks after the expiration date of the bundled kit. Sequencing libraries derived from sources other than the Parse whole transcriptome kit of the bundle as described above are not eligible for Services.
 - 2.2 Parse will deliver to Customer raw sequencing data not to exceed the total number of reads provided on the sales order (“Deliverables”). When available, Parse will also provision access to its Trailmaker platform for downstream data analysis, provided Customer separately accepts the Trailmaker terms of use.
 - 2.3 This Service Agreement shall govern the provision of Services available under this offer and purchase of the kit and sequencing service bundle means the Party is deemed to assent to the terms of this Service Agreement.
 - 2.4 Customer is notified that the terms of sale for the kit portion of the bundle is available at <https://www.parsebiosciences.com/terms-of-sale/>.
 - 2.5 Parse reserves the right, at its sole option and discretion, to outsource the Services to a secondary sequencing service provider. Parse will notify Customer no later than the commencement of Services if this is to be the case.
 - 2.6 All Services are considered prepaid and are non-cancellable, non-refundable, and non-transferable, meaning that no refunds will be provided for cancellations, and the Service cannot be transferred to another individual under any circumstances.
3. **Required Information.** Customer shall perform certain quality checks and provide certain data as deemed necessary by Parse which may include, but are not limited to, bioanalyzer traces or equivalent, library concentrations, a completed sample loading table, and minimum sample identity information required for downstream analysis. Notwithstanding the foregoing, Customer shall remove any and all personal identifying information (PII) prior to sending to Parse. Parse will perform confirmatory quality checks and will notify Customer of any samples with questionable metrics. If the Customer chooses to proceed with such samples, in addition to the Disclaimers and Limitations of

Liability below, Parse shall expressly not be held responsible for the quality of data derived from those samples.

4. Intellectual Property and Data

4.1 Customer shall exclusively own, and Parse does hereby assign to Customer, all associated IP to the Deliverables (the "Customer IP"). Upon completion of Services, Parse will provide to Customer raw sequencing data obtained by Parse in the course of providing Services. Parse will maintain computerized records and files for a period of two (2) weeks from providing Deliverables after which Parse may dispose of, delete, or otherwise destroy any such data, records, or files at its sole discretion.

4.2 Notwithstanding the foregoing, Parse will retain full ownership rights in and to all templates, programs, methodologies, processes, technologies and other materials developed or licensed by Parse prior to or apart from performing its obligations under this Agreement and the modifications and improvements thereto (collectively, with all associated intellectual property rights, the "Parse IP"), regardless of whether such Parse IP is used in connection with Parse's performance of its obligations under this Agreement.

5. Confidentiality

5.1 "Confidential Information" means, with respect to a Party disclosing such information (the "Discloser"), any and all information disclosed by or on behalf of the Discloser to the other party (the "Recipient"), either directly or indirectly, whether in oral, written, graphic, electronic or other form, identified at the time of disclosure as confidential, or by which its context, would reasonably be deemed to be confidential.

5.2 Recipient shall not use any Confidential Information of the Discloser for any purpose except to exercise the Recipient's rights or to perform the Recipient's obligations hereunder. The Recipient shall use the highest degree of care that the Recipient uses to protect its own confidential or proprietary information to protect the Confidential Information from unauthorized use and unauthorized disclosure, but no less than a reasonable degree of care. The Recipient shall promptly notify the Discloser of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of the Discloser's Confidential Information. The Recipient shall only permit access to Confidential Information to those of the Recipient's officers, directors, employees, and other authorized representatives (each, a "Representative") who (a) have a need to know such information for the Recipient's exercise of its rights or performance of its obligations hereunder and (b) are bound by obligations of confidentiality and non-use at least as stringent as those contained herein, provided that any failure of any Representative of the Recipient to comply with such obligations of confidentiality and non-use shall be considered a breach of this Agreement by the Recipient.

5.3 Recipient may provide Discloser's Confidential Information solely to its employees or contractors on a need-to-know basis and solely as necessary to carry out Recipient's rights or obligations under this Agreement; provided, that Receiving Party remains liable for the compliance of such employees or contractors with the terms of this Agreement.

5.4 Recipient's obligations of non-disclosure and non-use under this Agreement will not apply to any portion of Discloser's Confidential Information that Recipient can demonstrate, by competent proof:

- i. is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of Recipient;
- ii. is in Recipient's possession at the time of disclosure other than as a result of Recipient's breach of any legal obligation;
- iii. becomes known to Recipient on a non-confidential basis through disclosure by sources other than Discloser having the legal right to disclose such Confidential Information;
- iv. is independently developed by Recipient without reference to or reliance upon Discloser's Confidential Information.

If Recipient is required by a governmental authority or by order of a court of competent jurisdiction to disclose any Confidential Information, Recipient will give Discloser prompt written notice of such requirement or order and Recipient will take all reasonable and lawful actions to avoid or minimize the degree of such disclosure. Recipient will cooperate reasonably with Discloser at Discloser's expense in any efforts to seek a protective order.

5.5 Each Recipient and Discloser agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach of the terms of this Agreement. Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party, and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other Party shall be entitled to seek injunctive relief against the threatened breach of this Agreement.

6. Research Use Only. Customer agrees that Services and Deliverables are for Customer's non-commercial, internal research use only.

7. Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect until all such Services qualifying under Section 2 are completed.

8. Disclaimers. THE SERVICES, TECHNOLOGY, PRODUCTS, DELIVERABLES AND ALL OTHER ITEMS PROVIDED BY PARSE UNDER THIS AGREEMENT ("**PARSE SUPPLIED ITEMS**") ARE PROVIDED "AS IS" AND PARSE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY TO THE OTHER PARTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability. PARSE AND ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS

AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY DAMAGE CAUSED BY PARSE SUPPLIED ITEMS OR CUSTOMER'S USE THEREOF; (C) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO PARSE UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 10. Governing Law.** This Agreement shall be governed by the laws of the State of Washington, USA without regard to its conflict of laws provisions.
- 11. Force Majeure.** If Parse is delayed or prevented from performing any of its obligations under this Agreement by reason of any occurrences or circumstances beyond the reasonable control of Parse, including epidemics, strikes, lockouts or other labor disturbances, loss of laboratory resources including sequencer functionality, restrictive government or judicial orders, riots, acts of war or terrorism, civil disorder, acts of God, fire, earthquake, or other acts of nature (each, a "**Force Majeure Event**"), then such performance or obligation shall be excused for the duration of such Force Majeure Event. Parse shall promptly provide a written notice of such Force Majeure Event and take commercially reasonable efforts to resume performance as soon as reasonably practicable.
- 12. Relationship of Parties.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Parse in any respect whatsoever.
- 13. Entire Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to Services.